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Volume V

## TRANSCRIPT OF RECORD

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SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1946

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No. 38

NATIONAL LABOR RELATIONS BOARD, PETITIONER

VS.

DONNELLY GARMENT COMPANY, DONNELLY GAR-  
MENT WORKERS' UNION AND INTERNATIONAL  
LADIES' GARMENT WORKERS' UNION

---

No. 39

INTERNATIONAL LADIES' GARMENT WORKERS'  
UNION, PETITIONER

VS.

DONNELLY GARMENT COMPANY, DONNELLY GAR-  
MENT WORKERS' UNION AND NATIONAL LABOR  
RELATIONS BOARD

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ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT  
COURT OF APPEALS FOR THE EIGHTH CIRCUIT

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PETITIONS FOR CERTIORARI FILED JANUARY 29, 1947  
CERTIORARI GRANTED APRIL 22, 1947

**VOLUME V.  
REGORD.**

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**United States Circuit Court of Appeals  
EIGHTH CIRCUIT.**

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**No. 12,641**

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**DONNELLY GARMENT COMPANY, A CORPORA-  
TION, PETITIONER,**

**vs.**

**NATIONAL LABOR RELATIONS BOARD,  
RESPONDENT.**

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**DONNELLY GARMENT WORKERS' UNION,  
INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'  
UNION, INTERVENER.**

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**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR  
RELATIONS BOARD.**

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**FILED AUGUST 5, 1943.**

**Testimony and Exhibits in Case No. 475, Orig.**

**United States Circuit Court of Appeals**  
**EIGHTH CIRCUIT.**

**No. 12,641**

**DONNELLY GARMENT COMPANY, A CORPORA-**  
**TION, PETITIONER,**

**VS.**

**NATIONAL LABOR RELATIONS BOARD,**  
**RESPONDENT.**

**DONNELLY GARMENT WORKERS' UNION,**  
**INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'**  
**UNION, INTERVENER.**

**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR**  
**RELATIONS BOARD.**

**FILED AUGUST 5, 1943.**

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Q. And who was in charge of your section as instructress?

Respondent makes same objection and motion and for further reason that it calls for conclusion of the witness. Denied—J. C. B.

A. Mrs. Allison and Pearl; I think her name was Hendricks.

Q. Were they or were they not in there at the time these girls came up?

Respondent makes same objection. — Denied—J. C. B.

A. Yes, sir.

[fol. 5511] Q. Just state what occurred when these girls came up, when these parties that you mentioned were there?

A. May I correct one of those names there. Her name was Rose; I always had those names mixed; it was Rose instead of Pearl.

Senator Reed: Rose Hendricks?

The Witness: Yes, sir.

Q. I wish you would detail in your own way what took place there at that time, how many girls were in the group?

Respondent objects as calling for hearsay, and immaterial, and not binding on respondent what the employees may have done. Denied J. C. B.

A. After I started working these girls came over there and there was some from the special section and I don't know just where all they came from but I do remember that Mary Pointer from the special section was in the group and they came and started talking to me.

Q. First I wish you would let us know how many girls were in that group, Mrs. Hull, would you say?

Respondent makes the same objection.—Denied J. C. B.

p. 1745 A. Of course I could not give the exact amount but I would say probably fifteen girls.

Q. Was the power on at the time and were you working at your machine?

Respondent objects as immaterial.—Denied J.C.B.

A. Yes, sir.

Q. You may proceed and just tell what was said?

Respondent objects to the question as calling for hearsay, not binding on respondent what the employees said or did, immaterial, self-serving.—Denied J. C. B.

A. Well, they started talking about me joining the union.

Q. Try to give the names as well as you can please; who started to talk to you about joining the union?

Respondent makes the same objection.—Denied J. C. B.

A. As well as I can remember Mary Poynter started talking about it.

Mr. Hogsett: Was she an operator may I ask?

The Witness: Yes, sir.

Q. What did she say?

Respondent makes the same objection, and moves that the answer be stricken.—Denied J.C.B.

[fol. 5512] Respondent objects to each of the questions on this page for the same reasons and moves that the answers be stricken for said reasons.—Denied J.C.B.

A. She said "They say that you don't have to work but," she said, "We do" and she said, "They say that under the Wagner Act you can belong to the union but we say that you can't" and I don't remember the other things that was said. Then that group went on away.

Q. Have you detailed all that was said at that time?

A. Well, there were so many things I could not remember everything.

Q. Was there more, than one of the girls that said anything?

A. Yes, sir, I think there was.

Q. Well, how many would you say had something to say?

p. 1746 A. Well, there were several of the girls that were talking and all talking at the same time more or less.

Q. How long were they there?

A. I don't know just exactly how long they were there but I went ahead with my work and after they had talked about the union then they went on off.

Q. I wish you would state if you can anything else that they said about the union?

A. Well, they said that if I wanted to work for \$13.00 a week to go over to Gordon's and work.

Q. Anything else?

A. I don't remember anything right at that time.

Q. After that group left did any others come?

A. Yes, sir.

Q. Was the power still on?

A. Yes, sir.

Q. What time did the others come?

[fol. 5513] Respondent objects to each of the questions on this page and moves that they be stricken as calling for hearsay, not binding on respondent, immaterial and irrelevant, self-serving.  
—Denied J.C.B.

A. Well, just shortly after that.

Q. How many were in that group?

A. I would say approximately the same amount; there were a group of girls, I don't know just how many but several girls.

Q. Was your instructor there?

A. Yes, sir.

- Q. The same one or somebody else?
- A. Mrs. Allison was there.
- Q. State all you remember that those girls said to you on the second visit?
- A. Well, after they came back they asked me for my Loyalty League button.
- p. 1747 Q. What was your Loyalty League Pin?

Respondent moves that that part of answer "as well as I can remember to keep the girls from joining the union" be stricken because it was stricken out by the court (see p. 1747).—Denied J.C.B.

- A. The Loyalty League was an organization that was organized in there about the time of the hearing of the NRA as well as I can remember to keep the girls from joining the union.
- Q. What time was it with reference to the time that a number of girls had joined the union and there was a proceeding going on before the NRA?
- A. As near as I can remember it was along about that time.
- Q. They formed then a group, do I understand in the shop and called it what?
- A. The Loyalty League.
- Q. The Nelly Don Loyalty League?
- [fol. 5514] A. I don't remember anything other than the Loyalty League; that is what we referred to.
- Q. Was there or was there not a document passed through at that time for the girls to sign to join this Loyalty League? Were you a member of this Loyalty League?
- A. Yes, sir.
- Q. Just describe the circumstances under which you joined?
- A. Well, I remember at that time that there were some girls talked to us during the lunch hour and then they passed out cards and we joined the Loyalty League.

p. 1748 Q. Did anyone make a speech at that time, any one of the girls or anyone of the management at the time you joined the Loyalty League?

A. The girls talked at that time but I don't remember the conversation.

Q. Now, on the occasion of the second visit of these girls—first state whether or not they were the same girls or other girls?

Respondent objects to question and moves to strike answer as calling for hearsay, not binding on respondent what the employees did or said, immaterial and irrelevant, self-serving, conclusion.

—Denied J.C.B.

A. Some were the same girls and some were other girls.

Q. Were the girls who called upon you first members of your own section?

Respondent makes same objection and motion.

—Denied J.C.B.

A. No, sir.

Q. Or in your group?

Respondent makes same objection and motion.

—Denied J.C.B.

A. No, sir.

Q. Do you know where they came from?

Respondent makes same objection and motion.

—Denied J.C.B.

A. Part of those girls were from the special section and I don't know where the others were from.

Respondent makes same objection and motion.

—Denied J.C.B.

[fol. 5515] Respondent objects to each question on this page and moves to strike the answers thereto as calling for hearsay, not binding on respondent what the employees did or said, immaterial and irrelevant, self-serving and as calling for conclusions.—Denied J.C.B.

Q. On the occasion of the second visit please state what took place. First, who was there on the occasion of the second visit?

A. As near as I can remember Mary Poynter was in that group and Jenny Brown and then there was other girls there that I don't remember their names.

Q. Just describe their conduct when they came the second time?

✓ A. Well, they would come over and they were talking very loud and singing and when they came back one of the girls, I believe it was Mary Jamison asked me for my Loyalty League pin:

Q. Did you have your pin on?

p. 1749 A. No, I had it in my purse.

Q. Just go ahead and tell the whole story; what did you do about it?

A. I told the girls they could have it if they gave me back my thirty-five cents.

Q. Did they charge you thirty-five cents for the Loyalty League pin?

A. Yes, sir.

Q. Did you give them the Loyalty pin?

A. They went away and then they came back with the thirty-five cents and I told the girls I had decided to keep my pin.

Q. And did you or did you not give it to them?

A. I did not give it to them then.

Q. Were there other girls working in your immediate neighborhood at that time?

[fol. 5516] Respondent makes the same objection and motion to each question and answer on this page as is set forth at the top of the preceding page.  
—Denied J.C.B.

A. Yes, sir.

Q. I wish you would describe the conduct of the girls; did they sit still or did they walk around or did they talk softly or did they talk loudly; give us a good description?

A. The girls were walking around in groups, even in the other sections and I saw some girls

standing on the inspector's tables and they were talking loud. Of course I could not understand what was said in the other sections but I could hear the voices.

Q. During this second visit was your instructor there during all of the time that these girls were milling around and doing this talking?

A. As far as I know she was.

p. 1750

Q. Did any of the girls or did anyone there have the notice that was in the paper with reference to your action?

A. Yes, sir; some of the girls, I don't remember just who, it was but I think it was Hazel was one girl came over to my machine and she had this clipping and she asked me what it meant and I said well, it just didn't mean anything, so I went ahead with my work and then after that these girls that had been there before, after my Loyalty League pin, they came back and they had the pin and they had it wrapped in toilet paper, put it on my machine and demanded that I give them the pin and I did.

Q. Was it the pin they had wrapped in the toilet paper or the money?

A. The money.

Q. At that time I will get you to state whether or not your instructor was present?

A. I think Mrs. Allison was present all the time.

Q. Did she say anything to the crowd or order them to go back to work or anything of that kind?

[fol. 5517] Respondent objects to each question on this page and moves to strike the answers thereto as calling for hearsay, not binding on respondent what the employees did or said, immaterial and irrelevant, calls for and states conclusions, the answers are self-serving and not responsive to the questions.—Denied J.C.B.

A. Not that I know of.

Q. After this demonstration did you ask to see anyone, any officer of the company?

A. Yes, sir.

p. 1751

- Q. Who did you ask for?  
 A. I asked the girls where Mrs. Wherry was.  
 Q. What position did she hold at that time?  
 A. I think her position was—she was next in charge over all the instructors, fore lady.  
 Q. Did Mrs. Wherry come?  
 A. No, sir.  
 Q. Did any person appear in answer to your call?  
 A. Yes, sir; these girls came back and I believe it was Hazel and a girl named Pearl, I think was her name, they came back and told me that Mrs. Wherry said she could not come because she was not a member of the Loyalty League.  
 Q. Did she say anything about anyone else coming?  
 A. Yes, she said that Miss Todd would come.  
 Q. That was Miss Rose Todd?  
 A. Miss Rose Todd.  
 Q. What was Rose Todd's position with the company at that time?  
 A. I don't know what Miss Todd did then.  
 Q. Did Miss Todd appear?

[fol. 5518] Respondent makes the same objections and motions as to each of the questions and answers on this page as [it] set forth at the top of the preceding page and because the answers are speculative.—Denied J.C.B.

- A. No, sir.  
 Q. Was there anything said to you after these people came back, that you asked to go and ask Mrs. Wherry to come?  
 A. Yes, sir, they asked me to get up and make a speech.  
 Q. Who asked you to get up and make a speech?  
 A. I don't remember just who.  
 Q. Was there more than one?  
 A. I don't remember that; I just remember someone asked me to get up and make a speech.  
 Q. At any time during the demonstration was the power shut off?  
 A. Yes, sir, it was.

- p. 1752
- Q. Did you see who shut it off?
- A. I believe it was Hazel that shut the power off.
- Q. State whether or not they continued to urge you to make a speech after the power was shut off?
- A. I don't remember.
- Q. How long was the power shut off?
- A. After the power was shut off I told these girls that I would not make a speech but I would go to the office.
- Q. How long was the power shut off? If you remember?
- A. I don't know; I left.
- Q. Were there any threats made against you at that time?
- Q. I will ask you whether or not there were any threats made?
- A. Yes, sir.

[fol. 5519] Respondent makes the same objection and motion as to each of the questions and answers on this page as is set forth at the top of the preceding page.—Denied J.C.B.

- Q. Please state what was said?
- A. Well, the girls told me that if they caught me—when I first refused to give the girls my Loyalty pin they told me that if they caught me with the pin on they would tear my clothes off. They also threatened to throw me out of the window and I was seated with my back to the window and it was only about two or two and a half feet and someone came along and opened the window and they threatened to throw me out.
- Q. Did any groups come back after the second group left?
- p. 1753 A. Yes, sir.
- Q. Was there any person with them other than the operators at that time?
- A. Yes, sir.
- Q. Who came with them?
- A. Mrs. Bogard was with the group.

Q. What was her position?

A. Well, I think she was head over the dividing section; I am not certain what she did.

Q. How many times did she come to your machine that day?

A. I saw her twice in the aisle across from my machine.

Q. State whether or not there were any persons with her, any other girls with her on the two occasions?

A. Yes, sir, there was other girls with Mrs. Bogard and she pointed me out and said "That's her".

Q. Were there any other girls came there during the day from any other department?

A. There was girls from the 9th floor, from the sample or designing room, I don't know just what they have there.

[fol. 5520] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—Denied J.C.B.

Q. Was there or was there not an instructor present at the time they came?

A. As far as I remember Mrs. Allison was there all the time.

Q. With all these disturbances?

A. Yes, sir.

Q. At any time did Mrs. Allison or anyone else that was present ask those girls to go back to their work and leave you alone?

A. Not that I heard.

p. 1754 Q. Now, when the power was shut off you say, did you or did you not go back to the office floor?

A. I did.

Q. What floor was that on?

A. The 7th floor.

Q. Did you go alone or did any of the crowd accompany you?

A. No, sir, I was not alone and when I said I would go to the office some of the girls said

they would go along to see what I had to say and there was a large group of girls that followed me down on the 7th floor.

- Q. Describe first what sort of an office is on the 7th floor?
- A. That is the employment office.
- Q. And what was present at that time?
- A. Mrs. Hyde was not in her office at that time; there was another girl there who assists her.

[fol. 5521]. Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—Denied J.C.B.

- Q. And what position did she hold there?
- A. She was then assistant or stenographer for Mrs. Hyde.
- Q. Sometime afterwards did or did not Mrs. Hyde come on?
- A. Yes, sir.
- Q. Was there anyone with her?
- A. Yes, I think Miss Todd was with Mrs. Hyde when she came in at that time; there were several came in about the same time.
- Q. And what did Mrs. Hyde say to you, if anything?
- A. She said "Remember, now, that you are making the statement because you want to".
- p. 1755 Q. And what did you say, if anything?
- A. I don't remember.
- Q. What did Mrs. Hyde say then? Just proceed and tell what was done.
- A. Well, Mrs. Hyde asked me about the article in the paper and asked me if that was true and I told her yes, that I was going to the convention but that I did not know about a strike that was mentioned.
- Q. And what did she say, if anything?
- A. She said "Well, you might have known that that would go along with the other".
- Q. Would go along with what?
- A. With the other. I don't know what she meant.

Q. Did you make any further statement to her, that is about any other persons that were going to the convention or anything of that sort?

[fol. 5522] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—  
Denied J.C.B.

A. Yes, sir. I told her that there was other representatives going from this territory to the convention.

Q. Did Miss Todd say anything about that convention?

A. Yes, Miss Todd, she asked me what was the number of my local.

Q. And what did you say?

A. I told her that I could not say. Then I was asked how many members we had.

Q. And what did you say?

A. I told her that I could not be exact but I was told there was a good number of members in the shop.

p. 1756 Q. Was there anybody else there at that time that you recall at the office that took part in this proceeding?

A. Yes, Miss Strickland was there and she said that she would just like to ask a question.

Q. Who was Miss Strickland? What position did she hold?

A. I don't know just what position Miss Strickland does hold.

Q. Was Mrs. Hyde or Miss Todd there at that time?

A. Yes, sir.

Q. Please state just what Miss Strickland said and what you said?

A. Well, Miss Strickland said that she would just like to know what union promised that they didn't promise and I told her that they promised shorter hours and more wages.

Q. More wages for what?

A. For the work we were doing.

[fol. 5523] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—  
Denied J.C.B.

Q. Did she say anything other than that?

A. She said well us girls make more than \$13.00 a week in here and I told her that the cotton dresses did not determine the wages but the price the dresses sold for.

Q. And where did you get that information?

A. Well, after I had joined the union I was told then that that was the way they settled prices,—

p. 1757 Q. I will follow that, who told you that?

A. I think Miss Palmer told me that that was the way they settled prices in the union shops.

Q. And what if anything did Miss Strickland say with respect to that?

A. I don't remember just what she said but I told her, at the time that one thing that our girls worked so hard in there and after a few years that we were worn out.

Q. Did Mrs. Hyde have anything to say in that discussion?

A. She said, well, she said, "You have been here eight years, do you feel like you are worn out", and I told her well, that she knew that I had been sick and I said that last fall I had to take three months off and take a rest; then after I came back I told her that I felt good and I thought I could do the work all right but they started working us 45 and 53 hours a week and that was too long.

Q. Did Mrs. Hyde make any answer to that?

A. She said that they had the right to work longer hours in their busy season.

Q. Was there anything said about any difference in your pay checks after you came back?

[fol. 5524] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—  
Denied J.C.B.

p. 1758 A. Yes. I told her that at the time when they had passed a petition through the section they asked us to sign this petition that we were perfectly satisfied with wages and hours in the company and happy to be an employee there, then I did not want to sign that and after that—

Q. (Interrupting) Did you finally sign it?

A. I finally signed it.

Q. Who presented it to you?

A. A girl; I think her name is Mary Spofero.

Q. Just state what she said when she handed the paper to you about being happy and satisfied and so on?

A. Well, she came down through the section and had this petition and she asked us to read it over and then she said it was not compulsory that we sign the petition and I read it over and it said that we were satisfied with hours and conditions in the factory and I was not satisfied with the hours and I told her that. I did not think that I would sign the petition.

Q. And what did the lady say to you?

Respondent further moves to strike that portion of the following answer reading, "So, we had talked among the other employees that if we did not sign this petition we would lose our jobs" because stricken by court.—Denied J.C.B.

A. She didn't say anything then but a few mornings after that she called—there was one other girl that did not sign it in our section and she called us down on the 7th floor to the nurse's room and she told us then, she said "Now, I will take you girls' name off this list because" [said] said, "we just want girls

p. 1759

there that are perfectly loyal to Mrs. Reed" and she said "You girls are not entirely satisfied". So, we had talked among the other employees that if we did not sign this petition we would lose our jobs.

Q. Just state what you said and what the other girl said in conversation with reference to signing this document that was handed to you?

p. 1760 A. Well, after she came through the first time and we did not sign, this other girl and I, then we decided that if we did not sign that that we—

[fol. 5525] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page.—Denied J.C.B.

Q. (Interrupting) What was said; don't say "we decided"; just say what was said?

A. We just talked to each other.

Q. What did you say?

A. I don't remember the exact words but the substance—

Q. (Interrupting) Not exact words but the substance of what you said?

A. The substance of it was if we did not sign the petition we would lose our jobs. Then this same girl came back through the section a few days later and she said "I think I missed you girls when I came through the other day" and I told her no, that she didn't miss me but I said that I would sign the petition then and I told her that the reason I did not sign it was because we were working 53 hours a week and that I thought that was too much but I signed it at that time. Then she called us down to the nurse's room.

Q. How did she call you?

A. Well, as near as I remember the instructor—they have a telephone in each section and the

instructor told us to go down. Anyway we were called down.

p. 1761

Q. Do you recall any further conversation upon this occasion when Mrs. Hyde was present? Did anything else happen in this conversation in the nurse's room?

A. Yes; she called us down there and told us that she intended to take our names off and we insisted that she leave the names on in order to hold our jobs and she said no, that she would not do that, so she did take our names off and I told her then that that was too long to work and she said well, that she didn't have any say as to the hours they worked and she said well, we would just forget about that.

Q. I will take you now back to the conversation that was had. Did you find any difference in the work after this conversation which you had about signing this document?

[fol. 5526] Respondent makes the same objection and motion as to each of the questions and answers on this page as are set forth and referred to at the top of the preceding page—Denied J.C.B.

A. Yes, sir.

Q. What happened, if anything?

A. Well, my check just about that had been \$31.00, then the next week it was \$25.00 and the next week it was \$17.00 because I didn't have enough work.

Q. Did you do all the work that was offered you to do? A. Yes, sir.

Q. And did you do it with the same swiftness?

A. Yes, sir.

Q. Now, then coming back to the conversation with Mrs. Hyde and the others that you have spoken of, what did Mrs. Hyde say, if anything to you about leaving or coming back or anything of that sort? After the conversation what did Mrs. Hyde say to you, if anything?

p. 1762 A. Well, she told me that I would have to go home and I told her that I did not want to

quit but that I would go home for that day and so she said well, that I would have to go home and then she took my identification pass and I asked her how would I get back in the factory without that and she said well, that she would come down and let me in if I still had a job.

Q. Have you ever been called back to go to work there?

A. No, sir. I gave her my telephone number, the telephone next door and I have never been called.

Q. I will ask you to state to the Court whether or not during the entire eight years of your employment there was ever any complaint about the character of your work or anything else while you were in that factory?

A. They never complained to me about it.

Q. Were you laid off or were you not laid off during the seasonal lay-offs during those years?

[fol. 5527] A. No, sir; just a few days at a time when the section would be off.

Mr. Walsh: You may take the witness.

(Thereupon Court stood at recess until two o'clock P. M.)

[fol. 5528] Monday, April 17, 1939

2:00 P. M.

(Pursuant to recess, Court reconvened and the trial resumed.)

p. 1763 SYLVIA HULL resumed the stand and further testified as follows:

#### Cross Examination

By Mr. Hogsett:

p. 1767 Q. That forty cents is not important enough to spend any time on. Now, you named about

three or maybe four weeks that you worked 53 hours? A. Yes, sir.

Q. Was it three or four?

A. I named four weeks.

Q. And the rest of the time you worked at what?

A. From 40 to 45 hours.

Q. You spoke this morning of a drop in your pay check on some occasion from \$31.29 down to some lower figure. Do you remember that? A. Yes, sir.

Q. What was that drop and what was the significance of it; I don't recall?

A. At that time that was when they had circulated this petition through the factory.

Q. Oh, yes. Now, I remember. And you gave the Court or sought to give the Court the impression that because you asked to have your name taken off—

A. (Interrupting) I didn't ask to have my name taken off.

[fol. 5529] Q. Well, because your name was taken off, the fact is it was taken off?

p. 1768 A. It was taken off.

Q. You sought to give the Court the impression that there was an immediate drop in your wages, didn't you; that was the plain implication? A. That was the fact.

Q. And yet immediately following that drop to \$17.34 your wages ran as follows: \$21.71; \$22.39; \$25.85; \$25.61; \$29.92; \$22.62. Now, why didn't you tell the Court that?

A. I think I can explain that.

Q. The question is, why didn't you tell the Court that instead of leaving the implication that the Company was taking revenge on you?

A. I simply gave the facts, as I made those checks.

Q. You gave part of the facts, yes, but have you any reason why you didn't just tell the Court frankly why your wages dropped?

A. May I explain?

Q. I say have you any reason why you didn't tell the Court that there was just one week that your wages dropped?

A. No, sir. May I explain that?

Q. Yes, ma'am.

A. After this had occurred about the signing of the petition and our names had been taken off then Mrs. Hyde called me down to the office and she talked to me about the hours, so I told her then that I did not belong to the union and at that time I did not and so she told me that I was to go back to work after I had assured her that I did not belong to the union, that I was to go back to work and she said that that would be forgotten. Then my work was given to me and my checks came back up.

p. 1769

[fol. 5530]

Q. How many hours did you work when you got \$17.34?

A. I think 45 hours.

Q. How many hours did you work when you got \$21.71 the next week? A. 45.

Q. And the next week \$22.39? A. 45.

Q. And the next week \$25.85? A. 45.

Q. And the next week \$25.61? A. 45.

Q. And the next week \$29.92? A. 53 hours.

Q. And the next week \$26.62?

A. I only had four days; that was 36 hours.

Q. What was the day you went to see Mrs. Hyde?

A. I don't remember that date. It was a few days after the episode of the petition and she called me down there but it was before I joined the union.

Q. Was anyone else there?

A. There was not anyone else in the office at the time.

Q. This petition of March 2nd that you signed and you have told the details about why your

[fol. 5531] name was eliminated, and the only objection that you voiced was to the hours, is that right?

A. That is all I voiced but I did not feel as that petition read.

p. 1770 Q. Well, at least you voiced ~~but~~ one objection?

A. I did.

Q. And that was to the hours?

A. Yes, sir.

Q. Had you ever complained to any superior about the hours and if so to whom?

A. I don't remember that I complained to the instructor.

Q. Please give me again the date when you joined the International?

A. The 23rd of March, 1937.

. . .

p. 1789 A. I don't know what the others make.

Q. Now, when you left here on April 23rd, did you want to come back to the Donnelly Company and work there?

A. I had worked there eight years, naturally. I wanted to keep my job.

p. 1790 Q. The answer is then you wanted to go back and work at that same place, is that right?

A. Yes, sir.

. . .

[fol. 5532] p. 1791 Q. Anything else?

Denied  
J. C. B.

Respondent objects to this question and moves that the answer be stricken as hearsay, not binding on respondent, what was said or done by the employees, immaterial and irrelevant, self-serving.

A. Well, at this meeting that I spoke of they asked the girls to report to them any one whom they knew joined the union.

Q. Who told you that?

p. 1792 A. It was said in this meeting when—

Q. (Interrupting) What meeting?

A. When they read the letter from the I. L. G. W. U. demanding that their members be put back to work.

Q. Who said that?

Denied  
J. C. B.

Respondent moves to strike the following answer and all the preceding answers on this page for the reasons above given and because it does not appear who made the statements referred to and the answers are speculative and of no probative value.

A. I don't remember exactly who said that; there was different speakers and I can't remember just who said some of the things.

p. 1797 Q. Now, you told this convention down at Atlantic City that a majority—pardon me, I don't want to misstate this,—a majority of the girls in the factory must quit working. That would mean at least 650 wouldn't it would have to quit working after a few years, fading out before the gruelling task of that job. Now, I want you to name one that ever did?

A. Well, I had a nervous-breakdown myself and had to stay off for seven months.

Q. All right, that's one. Now, name anybody else?

A. I can't just name the girls who were off but during the time I heard frequent reports of girls who had had nervous breakdowns.

Q. Name any of them?

[fol. 5533] A. I can't recall their names right now.

Q. Can you name one?

A. Just myself.

Q. You came right back to work and did the same job again after your rest, didn't you?

A. I was off seven months.

Q. When was that, by the way?

A. It was from June I believe 1933 to January, 1934.

Q. You came right back and did the same job again?

A. Yes, sir.

p. 1798 Q. And stayed there four years more?

A. No, I wasn't there four years more, I don't think.

Q. Three: Senator Reed suggested four; I did not follow it in my mind. You stayed three years more?

A. I had to stay off another time for three months for the same reason.

Q. Is your case the only one you can name to support this statement that half, or I believe you say a majority of the workers have to quit and never can come back?

A. I know other girls who have had nervous breakdowns but I can't recall their names.

Q. You can't recall even the name of one, can you?

A. No, sir.

[fol. 5534]

Redirect Examination.

By Mr. Walsh:

Q. You spoke of a meeting, that you were called downstairs to attend after the receipt of a letter from Mr. Perlstein in March, 1937, did you not? A. Yes, sir.

Q. You were asked who spoke at that meeting and you gave some things that were said. As a matter of fact, who spoke to the management at that meeting?

p. 1810 A. Well, the letter was read from the International Union to the Donnelly Garment Company and they asked that their members be put back to work.

Q. Who?

A. I don't remember exactly who read that letter but it was read in the meeting.

Q. Who all attended that meeting, how many employees attended that meeting?

A. Well, I couldn't say as to everybody but I think everyone was there.

Q. Was it held in a large room?

A. Yes, sir.

Q. Was there a large number present, of the employees? A. Yes, sir.

Q. I will confine you to anything that Mrs. Reed said at that meeting; did she make a speech?

A. Yes, sir, after they read this letter then Mrs. Reed made a speech and I remember one thing that she said about the union, she said that there would not be any union in the Donnelly plant and that neither Dubinsky nor any other "sky" could come in and tell her how to run her business.

Mr. Walsh: That is all.

(Witness Excused.)

[fol. 5537] (N. R. A.—J. M. C. Exhibit 13.)

Date 7/6/39— Witness

Extracts from Testimony of GERTRUDE GASSERT, called as a witness on behalf of Interveners.

Direct Examination.

By Mr. Patton:

p. 866 Q. Your name, please.

A. Gertrude Gassert.

Q. Tell us where you live?

A. 1326 East Armour, the Alexandria Apartments.

Q. In Kansas City, Missouri?

A. Yes, sir.

Q. What is your job?

A. I am in the accounting department.

Q. Of the Donnelly Garment Company?

A. Yes, sir.

Q. How long have you been employed there?

A. About two years and two and one-half months.

p. 869 Q. What happened at the organization meeting?

A. As I remember, Miss Todd presided at that meeting and everybody had been wondering if something couldn't be done in order that we could protect our jobs and she told us that a committee had been to see attorneys and that one of the attorneys was there present at that meeting and that he would talk to us and tell us what we were allowed to do according to the law, in order to protect ourselves.

[fol. 5538] Extracts From Testimony of MARJORY GREEN,  
called as a witness on behalf of Interveners.

Direct Examination.

By Mr. Tyler:

p. 745

Q. Will you state your name, Miss Green, please?

A. Marjory Green.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. Kansas City, Missouri?

A. Yes, sir.

Q. In what capacity?

A. I am a stenographer.

Q. How long have you been with that company?

A. About six years.

Q. Miss Green, I show you a document marked  
intervener's Exhibit No. 2 and ask you if  
you had anything to do with the obtaining of  
the affidavit, the signatures to the affidavit, to  
that document?

A. Yes, I did.

Q. Were you or were you not present at the time  
of the signing of those signatures?

A. I was present the entire time.

Q. Of all of the signatures?

A. Of all of them, yes, sir.

Q. Were they actually sworn to before the notary  
publics whose names appear?

A. Yes, sir.

- p. 746 Q. Describe to the Court the circumstances under which those affidavits were taken, Miss Green?
- A. The employees or members of the union rather, were asked to come to the first floor on their lunch hours, and I believe it was stated in the notice, explained a little bit what this affidavit was, and after they had assembled there it was either read to them if it was a large group or if it was just a small group they read it themselves, and they were told very plainly and it was made very clear to them that it was an affidavit and that only members of the union could sign it, and if they wished to sign it after reading it they could, but if they did not care to they were not to be forced to.

- p. 748 Q. Were you present at the meeting at which [fol. 5539] the Donnelly Garment Workers' Union was organized?

A. Yes, sir.

Q. What date was that held.

A. That was April 27, 1937.

- p. 749 Q. Tell the Court what happened at that meeting.

A. Well, Miss Todd acted as chairman of that meeting and she explained a little bit to us about what it was about, and Mr. Tyler, who we had previously hired as our attorney was there and he would explain to us what we could do in the way of protection, and Mr. Tyler did talk to us and he explained that since the Wagner Act had become constitu-

tional that we were legally entitled to form our own employees' union; that it was just as legal and just as valid as any other labor union and he was not trying to force us to do anything against our wishes but he believed we would get the protection we needed in this way, and he thought we could handle our own collective bargaining for ourselves through our representative and it would give us the protection that we wanted.

p. 750

Q. Was any vote taken?

A. Yes; the first vote taken was as to whether or not we should form our own plant union. That vote was made in the form of a motion and was seconded and carried, that we do form our own employees' union. Then the next vote, the name Donnelly Garment Workers' Union was voted on and that was carried and at that time or after that a motion was made that Miss Todd appoint a nominating committee of five people who would retire from the room of nine people who would act as officers of the executive committee, and that motion was made and carried and they retired from the room, and they were reminded of the different departments, to be sure to remember in making their selection,—the operators and the mechanics and the various departments, and while they were out of the room a card—well, first the card was read to them as a group and then these cards were later passed out among the employees, and this card read, as I remember, "I hereby agree to become a charter member of the Donnelly Garment Workers' Union", and the point was stressed very emphatically that they did not have to sign these cards; if they wanted to read it and think it over, and take all the time they needed, and in the meantime while they were thinking it over we would ask Mr. Tyler to read a set of by-laws which he had drawn up for our use, and if they wanted longer than that to think it over,

[fol. 5540]

p. 751

that was all right, and in the meantime then Mr. Tyler read the set of by-laws which he had drawn up and had all ready at this meeting, and he suggested that if these by-laws would do at all that we adopt them and later they could be amended at our leisure, by a majority vote, and these by-laws the motion was made and carried that they be accepted as read. By that time the nominating committee had come back into the room and they submitted this group of nine people who were to act as officers of our union, and Miss Todd asked if there were any other names from the floor, or any objections to the names submitted, and there were none, and these people were voted on and carried. They were voted on as a group and carried, that they would act as our officers of our union, and just before the close of the meeting the cards which we had passed out were collected.

Q. Who counted those cards, if they were counted?

A. Miss Todd and I counted them the following morning.

Q. How many people had signed cards indicating a desire to become charter members of the Donnelly Garment Workers' Union?

A. 1303, I believe.

Q. How many employees did the companies have at that time?

A. About 1333 or 1335.

Q. Were those who did not sign cards at the original meeting later taken into the union, or not?

A. Yes, sir, they were given an opportunity when they returned to work; some were out on account of illness and then our salesmen were out on the road and when they returned they were given the opportunity of signing.

• • •

(Witness excused)

[fol. 5541] Extracts From Testimony Of Mrs. LYNN DAVIS, called as a witness on behalf of the interveners.

Direct Examination.

By Mr. Patton:

- p. 833 Q. State your name, Mrs. Davis.  
 A. Lynn Davis.  
 Q. You live where?  
 A. 4517 Wornall.  
 Q. In Kansas City, Missouri?  
 A. Yes.  
 Q. What is your occupation?  
 A. I am an operator.  
 Q. You mean by that an operator of sewing machine?  
 A. Yes, sir.  
 Q. In a garment factory?  
 A. Donnelly Garment Company.  
 Q. How long have you been with the Donnelly Garment Company?  
 A. Ten years.

- p. 836 Q. Will you say that any definite action was taken after that notice appeared in the paper?  
 A. Well, there was a meeting called or there was some employees that went to see a lawyer and to see what we could do about forming a union of our own.  
 Q. Did you go to see a lawyer?  
 A. No, I didn't.  
 Q. How did you know that some of them had gone to see a lawyer?  
 A. Just hearing it in conversation at the plant.  
 p. 837 Q. Now, you say there was a meeting called?  
 A. Yes, there was.  
 Q. Do you recall about the date of that meeting?  
 A. That meeting was the 27th of April.

- [fol. 5542] Q. What was said at that meeting, as well as you can remember?  
 A. Well, Miss Todd had charge of the meeting and she told us that they had gone to see these

lawyers and that she had asked Mr. Tyler to come down and talk to us.

(Witness Excused.)

[fol. 5543] Extracts From Testimony Of ORA WACHTEL,  
called as a witness on behalf of Interveners.

Direct Examination.

By Mr. Patton:

- p. 824 Q. State your name, please.  
A. Ora Wachtel.  
Q. Where do you live, Mrs. Wachtel?  
A. 2312 East 11th.  
Q. And what is your occupation?  
A. I work for the Donnelly Garment Company.  
Q. How long have you been with them?  
A. Eleven years.  
Q. What work do you do there?  
A. Through the busy season I assist on the floor,  
in slack season I am an operator.

- p. 828 Q. Tell us now in your own words what happened at that meeting?  
A. Well, a group or committee had been to the lawyers and had the lawyer come talk to us that day. Miss Todd, she was in charge of the meeting and she got up and talked and explained to us that she had the lawyer there to tell us what we could do. The lawyer got up and talked to us and explained to us the Wagner Act which had become a law, and told us we could have our own employees' union under the Wagner Act, and then we voted that we have a union. Everybody voted yes. There was no nos. And then there was a nominating committee appointed by Miss Todd and instructed to select a chairman for each division in the factory, and they were voted and elected.  
Q. What was said, if anything, with reference to a name for your organization?

A. I don't know who suggested the name but it was suggested and voted.

Q. And how was the vote on that, if you recall?

[fol. 5544] A. Everybody voted yes.

Q. Do you remember whether there were any cards passed?

A. Yes, sir.

Q. Do you recall what was on the cards?

A. Something to the effect that we agreed to become charter members of the Donnelly Garment Workers' Union and abide by its by-laws.

Q. Do you recall anything that was said in connection with handing out those cards?

A. Well, we were instructed to take our time and make up our minds, to make up our minds as we pleased on that; to wait until the next day and take them home and talk to anyone we wanted to talk to about it, and take our time, to make up our minds before we signed that card.

Q. Was anything said one way or the other to the effect that you were free to join or not join, just as you saw fit?

A. Yes, sir, there was.

Q. Just tell what was said.

A. Just said there was no one forcing us to do this; it was of our own free will, if we wanted to sign that card we could do that of our own free will.

Q. Did Mr. Tyler say anything about whether or not you were at liberty to do as you pleased about forming a union or joining it?

A. He did; he said he was there to explain the law to us.

Q. Did he make it clear that you were at liberty to do just as you pleased on his recommendation?

A. Yes.

[fol. 5545] Extracts From Testimony Of MRS. VELMA WOOLLEY, called as a witness on behalf of the interveners.

Direct Examination.

By Mr. Tyler:

- p. 805 Q. Will you state your name please, so the Court and everybody can hear it?  
 A. Velma Woolley.  
 Q. Miss or Mrs.?  
 A. Mrs.  
 Q. Where are you employed, Mrs. Woolley?  
 A. At the Donnelly Garment Company?  
 Q. How long have you been employed there?  
 A. About ten years.  
 Q. In what capacity?  
 A. I am an operator.  
 Q. How long have you been an operator?  
 A. Ever since I have been there.
- . . . . .

- p. 808 Q. Did you join the Donnelly Garment Workers' Union?  
 A. Yes.  
 Q. What was your reason for joining?  
 A. Well, to afford ourselves protection from an outside union.  
 Q. What outside union?  
 A. The ILGWU.
- . . . . .

(Witness Excused.)

[fol. 5546] Extracts From Testimony Of JACK Mc CONAUGHEY, called as a witness on behalf of the interveners.

Direct Examination.

By Mr. Tyler:

- p. 776 Q. State your name to the Court.  
 A. Jack McConaughy.  
 Q. And you are connected with the Donnelly Garment Company?  
 A. Yes, sir.  
 Q. In what capacity, Mr. McConaughy?

A. I am in the accounting department. Up until the last month I was in the mechanical department; the last month I have been transferred to the accounting department.

Q. What do you do in the accounting department?

A. At the present time I am working on social security report for the first of the year.

Q. How long have you been in the employ of the Donnelly Garment Company?

A. It will be nine years in July.

Q. And have you held any other job down there except the two you mentioned?

A. Yes, sir; I started in as a bundle boy and from there I was transferred to the service department, and then I became a mechanic, and recently I have been transferred to the accounting department.

p. 779 Q. Do you remember any meeting of employees at which a plant union was organized?

A. Yes, sir, I do.

p. 780 Q. What was the date of it?

A. It was April 27, 1937.

Q. What kind of notice was given of that meeting?

A. Well, I have a house phone, one of our inter-departmental phones in our department, and I was called by the telephone operator to the effect that there would be a meeting and would I please inform the people in my department of that fact, and I did.

Q. Who was it called you, do you know?

[fol. 5547] A. It was Miss Mertel, the telephone operator.

Q. Who attended that meeting in general—not the names.

A. All the employees—well, there was a mass meeting of employees; there were not any executives or anything of that sort; we were merely interested in our employees at that time, and I would say there were around 1300 people there.

- p. 781 Q. What was the date of this meeting?  
A. April 27th.

(Witness Excused.)

[fol. 5548] Extracts From Testimony Of FRED B. BROWN,  
called as witness on behalf of Intervener.

Direct Examination.

- By Mr. Tyler:  
p. 703 Q. Will you state your name, please?  
A. Fred B. Brown.  
Q. You are connected with the Donnelly Garment  
Company.  
A. Yes, sir.  
Q. In what capacity?  
A. Cutter.  
Q. How long have you been with them, Mr.  
Brown?  
A. Nineteen years and eight months.

- p. 706 Q. Do you remember the publication in the  
newspapers of the Supreme Court's action on  
the United States Labor Relations Act?  
A. Yes, sir.  
Q. Before that time had anybody so far as you  
know ever had any idea of forming a labor  
union of their own there?  
A. No, sir.  
Q. When was the first time that idea was sug-  
gested, to the best of your knowledge.  
A. After the Supreme Court had declared the  
Wagner Act constitutional.

- p. 713 Q. Do you remember about how long after the  
union was organized that working agreement  
was presented to the employers?  
A. It was about a month after.  
Q. Where was that presented and that working  
agreement made?  
A. In Mrs. Reed's office.

- [fol. 5549] Q. Who was present?

A. The entire first committee and Mrs. Reed, Mr. Green, Mr. Batey, Mr. Keyes, Mr. Ingraham, Miss Todd, Mamie Riddle, Jack McConaughy, Hobart Atherton, Charlotte Casey.

Q. Was I present?

A. Yes, sir, Mr. Tyler was present.

Q. Tell the Court what was done at that meeting.

A. They gave this working agreement to Mrs. Reed and her associates and she asked to read it over and would let us know later on what they would do about it.

Q. What did they do about it?

p. 714 A. They took it and took it into consideration, and at two o'clock they called us together again, and that is when the agreement was signed.

[fol. 5550] Extracts From Testimony Of HOBART  
ATHERTON, called as a witness on behalf of  
the Interveners.

#### Direct Examination.

By Mr. Tyler:

p. 718 Q. State your name?

A. Hobart Atherton.

Q. Are you connected with the Donnelly Garment Company?

A. I am.

Q. In what capacity?

A. I am employed in the maintenance department.

Q. How long have you been with that company?

A. Approximately six years.

p. 720 Q. Did anything happen in April which threw a possible new light on the situation?

A. Yes.

Q. What was it?

A. April 12th in the editions of the Kansas City Star there were enormous head lines stating that the Wagner Act had been declared constitutional, that we, as employees, had a right to self-organization and that it was his opinion

he would be much better able to give us the protection we wanted if we did have a labor organization.

p. 731 Q. Were you present when that working agreement was presented to the Donnelly Garment Company?

A. I was.

Q. Where was that done?

A. That was done in Mrs. Reed's office on the 10th floor of the building.

Q. Who was present?

[fol. 5551] A. Present at that meeting were Mrs. Reed, Mr. Green, Mr. Baty, Mr. Ingraham and Mr. Keyes, representing the Donnelly Garment Company and the Donnelly Garment Sales Company. Representing the Donnelly Garment Workers' Union were Miss Todd, Mrs. Ormsby, Mrs. Casey, Miss Green, Mr. McConaughy, Mr. Brown, Mrs. Richards, myself and Mr. Tyler.

Q. What happened at that meeting?

A. The contract was presented to the parties, the employers, and was discussed at some length. They said that they would like time to discuss it among themselves and on the whole the terms that we asked and the working contract as we had presented it was acceptable to them but they might want to make some changes in phraseology to clarify the contract. We were asked to leave it with them and they would return later that afternoon with their answer. About two o'clock that afternoon we met again with the representative of the Donnelly Garment Company and the Donnelly Garment Sales Company and were told that the contract was acceptable and it was then signed by representatives of both companies and by the executive committee of the Donnelly Garment Workers' Union.

(Witness Excused.)

[fol. 5552] Extracts From Testimony of MABEL RIGGS,  
called as a witness, on behalf of the interveners.

Direct Examination.

By Mr. Tyler:

- p. 757 Q. Will you state your name?  
A. Mabel Riggs.  
Q. Are you employed by the Donnelly Garment Company?  
A. I am.  
Q. How long have you been employed by them, Mrs. Riggs?  
A. A little more than nine and one-half years.  
Q. In what capacity?  
A. I work in the pattern department; that is a part of the designing department.
- . . .

- p. 761 Q. Do you recall the meeting at which the Donnelly Garment Workers' Union was organized?  
A. I do.  
Q. What was the date of it?  
A. You mean the organization meeting?  
Q. The organization, the date the union was organized.  
A. That was April 27, 1937.
- . . .

- p. 763 Q. Who presided at that meeting?  
A. Miss Todd.  
Q. Tell the Court what happened at that meeting, just as you remember it.  
A. Miss Todd called the meeting to order and said, "I know that you are anxious to know what progress we have been making", or something to that effect, "in taking measures to defend ourselves against this calamity which has been happening to our friends down in the other part of town," or something to that effect, and I think she told us at that meeting again, or probably she had told us before but I just knew it before, that we had

[fol. 5553] employed an attorney and he would speak to us later in the meeting. There was other things—I mean there was a continued conversation, I mean continued statement of various things. People were—

Q. A little louder, please.

A. People were assembling. I am trying to think and I am not thinking out loud, either. Something was said I think in the course of the meeting, about our being able to form our own union because it was now the Wagner Act had passed the Supreme Court and they declared it valid and we could form a union of our own; this would give us a little more protection, or rather do more things for us than the injunction which we had been trying to obtain. A motion I think was made at this time that—I was not in the room all the time; a motion was made that we form our own independent union. It was seconded and carried. Then a name was proposed, I mean we must have a name for it of course, and I think the name Donnelly Garment Workers' Union was proposed. It was voted upon and carried unanimously. Then I believe Miss Todd asked that she be given the power to appoint a committee—a nominating committee to propose the names of chairmen for certain or all departments and she did, that was voted on, I think, and she was given that privilege and she appointed a committee.

Q. Do you remember who that committee was, Mrs. Riggs?

A. The committee was Lyle Jeters, Cordelia Porter, Mrs. Moore, Carl Crawford and I.

. . .

p. 770 Q. Did you remember the circulation of a petition on or about March 2nd, 1937, in which the employers assured Mrs. Reed they did not want any outside domination?

A. I do remember that.

Q. Did you sign it?

A. I did.

[fol. 5554] p. 771—Q. Do you have any knowledge of an affidavit circulated in the plant or which employees at the plant were given an opportunity to make about two weeks ago?

A. Yes, I remember that.

Q. Did you make that affidavit?

A. I did.

Q. Describe to the Court the way in which that affidavit was made in your presence, how was it done?

A. It was, to begin at the beginning, I read an I. D. M. that was sent to our department.

Q. What does I. D. M. mean?

A. That is the notice sent around; I think it was typewritten on pink paper, regular I. D. M. paper, and signed—I don't think it was signed, just saying we would be given an opportunity to sign the affidavit that day at noon.

Q. Did you know what affidavit it meant?

A. I did. I don't think—I don't know how I knew, but I did.

(Witness Excused.)

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[fol. 5555] (N. R. A. — J. M. C. Exhibit 14.)

Date 7/6/39 — Witness .....

**Objection Of Respondent To Testimony Of Gertrude Gassert, Et Al., Offered By The Board From The "Judge Miller Testimony."**

Respondent objects to the testimony offered by the Board of extracts from the testimony of Gertrude Gassert, Marjory Green, Mrs. Lynn Davis, Ora Wachtel, Mrs. Velma Woolley, Jack McConaughey, Fred B. Brown, Hobart Atherton and Label Riggs, taken before Judge Miller in the District Court of the United States for the Western Division of the Western District of Missouri, in the case entitled Donnelly Garment Company, et al., vs. International Ladies' Garment Workers' Union, et al., No. 2924, which testimony is contained in N. R. A. & J. M. C. Exhibit 11-A to R at pages 1 to 18 inclusive, and to each and every question and answer thereof, as immaterial, irrelevant and not binding on respondent as to any of the issues herein for the reason that respondent had nothing to do with the formation of the Donnelly Garment Workers' Union or with its meetings and under the National Labor Relations Act, respondent's employees had a right to form their own union and choose representatives for purposes of collective bargaining, and respondent should not be held responsible for what the employees did in those respects, and said testimony relates to those matters and does not tend to prove any charge against respondent contained in the Complaint herein. Respondent further objects on the ground that said testimony is hearsay.

Objection is overruled and acceptance of the testimony is not intended to enlarge the issues as defined by the pleadings.

Dated: July 5, 1939. James C. Batten, Trial Examiner.

Further: It is not the purpose in accepting the testimony to reverse any rulings heretofore made with respect to the introduction of evidence upon certain subjects.

[fol. 5559] (N. R. A.—J. M. C. Exhibit 17.)

N. R. A. Hearing.

p. 92

TILLIE F. SHIRLEY, witness

- p. 93      Q. (By Mr. Rucker) Your name is Tillie Shirley?
- A. Yes.
- Q. Were you recently employed by the Donnelly Garment Company?
- A. Yes, sir.
- Q. How long did you work for them?
- A. Just about 3 years.
- Q. When did you go to work, if you recall?
- A. Well, I think it was in January or February of 1931.
- Q. 1931?
- A. Yes.
- Q. When were you laid off?
- A. October 4, 1934.
- Q. During the time which had elapsed from your first employment until the time you were laid

off, were you laid off intermittently and for short periods?

A. Only when the section was laid off for a week or two at a time.

Q. Did you get any vacations during the time you worked there?

A. Two years a vacation.

Q. With pay?

A. Yes.

Q. Do you recall the terms of vacation pay?

A. Well, the first one I do not. I think the last one was \$15.

Q. No, the terms, I mean, What entitled you to your vacation?

A. Well, for going to work steady and not losing out more than 11 days in a year.

Q. Not more than 11 days in the year?

A. Yes.

Q. And of the three years you worked there, two of those years you received a vacation with pay?

[fol. 5560] p. 93 A. Yes.

Q. So you lost less than 11 days each year?

A. Yes, sir.

Q. Do you recall now just how many days you did lose?

A. Well, I think last year's was 8 days.

Q. And the year before do you recall?

p. 94 A. I don't remember.

Q. Now, when did you actually join the union? When were you taken in?

A. Last May.

Q. May 1934?

A. Yes.

Q. Well, do you mean you were actually taken in then, or did you sign an application then?

A. Well, I signed the application in May.

Q. Signed the application in May?

A. Yes, sir.

Q. Now, when were you finally taken into the union, if you know?

A. I think early in October.

Q. October 1934?

A. Yes.

Q. That was after you were discharged?

A. Yes, sir.

Q. All right. Now, had you talked about union activities there among the girls?

A. Yes, sir.

Q. Had you let it be known that you intended to join the union and had made an application?

A. Yes, sir.

Q. Did you suggest to other employees that the union would be a splendid organization for them?

A. Yes, sir.

Q. Now, did you ever have any complaint of any kind with any of your superiors down there?

A. I never had; no, sir.

[fol. 5561] p. 95 Q. Did you make your code?

A. Well, most always.

Q. How many times would you say you failed to make it?

A. Well, I don't remember just exactly.

Q. Do you know of any employees who have been there as long as you had been there who have been laid off permanently who were not either members of the union or persons who were openly saying that they were going to join the union?

A. No.

p. 113 The Witness. I know I went to see Ella Mae Hyde as to why they hadn't called me back.

Q. (By Dir. Pratt) When did you do that?

A. About 2½ months after I was laid off.

Q. During the month of December 1934?

A. Yes, it was sometime in December, I think.

Mr. Reed. I didn't get that question.

Dir. Pratt. She just stated she went to see Ella Mae Hyde 2½ months after she was laid off as to why they hadn't called her back. Now go ahead.

The Witness. And I asked her if they had anything against me or if I had done anything wrong as to why I wasn't called back to work; and she said, "Positively no", they hadn't ~~nothing against me at all~~. And I asked her if my work had been satisfactory and all, and she said it had, that it had been very satisfactory. And she promised me she would call me back, and asked me if I changed my address to let her know, but up to this day I haven't heard from her.

[fol. 5562] N.R.A. Hearing LILLIAN RUTHERFORD—Witness

(By Mr. Rucker.)

p. 115 Q. Your name is Lillian Rutherford?

A. Yes, sir.

Q. How long were you employed at the Donnelly Garment Company?

A. I started there in the spring of 1925.

p. 117 Q. (By Mr. Rucker) Now, when you went back to work in March 1931, for what period of time were you employed?

A. Well, up until I was laid off in July.

Q. July when?

A. Well, around the 10th, I think it was.

Q. 1934? A. Yes, sir.

p. 119 Q. Now, who was your instructor?

A. Mrs. White.

Q. Did you have any talk with Mrs. White about your average and as to whether or not your work was satisfactory a short while before you were laid off?

A. Yes, sir.

Q. Did she make any complaint of any kind to you with reference to the character of your work? A. No, sir.

Q. Now, did you ever make over what is known as the code price there? A. Yes, sir.

Q. Now, was there any policy of the company with reference to making a change in price if the operators generally made over the code price? A. Yes, sir.

p. 122 Q. Now, what I want to know is when you became interested in the formation of a union among the Donnelly employees.

p. 122 A. Well, I have always been in favor of it, and when I heard of it, why, I was more in favor of it because I was in hopes that we would have a union shop.

[fol. 5563 p. 122 Q. Now, when was that? That's what I want to know.

A. Last spring.

Q. That's the spring of 1934? A. Yes, sir.

Q. In other words, the spring before you were laid off in July? A. Yes, sir.

Q. Now, during the time after you became interested in the spring of 1934 in forming a union among the employees of the Donnelly Company and until the time you were laid off, did you talk unionism during the noon hour and among your coemployees?

A. Yes, sir.

Q. Did you ever sign an application card to become a member of the union? A. Yes, sir.

Q. Do you remember when you signed that card?

A. In November.

p. 123 Q. You didn't sign the card until you actually joined, then?

A. No, sir.

Q. Did you know the fact that they were talking about forming a union? A. Yes, sir.

Q. How did it happen that you didn't sign a card prior to that time?

A. Well, we were just waiting to get our charter.

Q. How many did it take? Do you know?

A. No, I don't.

Q. You don't know that. Did you have to have a certain number before you could get a charter? A. Well, I think so.

Q. Is that what you were told? A. Yes, sir.

Q. But you don't remember the number? A. No.

Q. Now, were you ever complimented by any of your instructors on the character of your work?

[fol. 5564] p. 123. A. Yes, sir.

Q. Now, after you were laid off, did you go back to the factory to talk to anybody about your reemployment?

A. I went back to be employed.

Q. What's that? A. Yes, sir.

p. 124. Q. To whom did you talk?

A. To Mrs. Wherry and to Ella Mae.

Q. Ella Mae whom? A. Hyde.

Q. Was her name Guerrant at one time?

A. Yes, sir.

Q. What conversation did you have with either of these ladies?

A. Well, I asked for work, and they said that they was shutting down the section and they couldn't take any on, but said they would later, that it wouldn't be very long. And then I went back, and Ella Mae Guerrant tried to place me, and I was there an hour, waiting for her to place me, and she couldn't find a machine, so she told me to call in Wednesday. And I called in, and she tried to place me then, and she couldn't, and she said, "Call in Thursday."

And I called in, and I also asked them if they had anything against me; if they intended to hire me back or if they didn't intend to hire me back, because I didn't want to be bothering them in calling them up; and they said nothing at all. So then I called in Thursday, and Ella Mae said she would advise me to get employment some place else. And I said, "Well, that's kind of hard to do. When

you tell them you have been to a place 9 years, they will wonder why you are not there."

[fol. 5565] N. R. A. Hearing Mrs. REEVES' testimony

p. 285 Q. Now, Virginia Stroup did call upon you to take up the question of Pauline Lutz's discharge, didn't she?

A. Yes, she did, on company time.

Q. She called on you on company time?

A. Yes.

p. 288 A. When she left here, we have a rule of the Donnelly Garment Company that we ask all of our girls to wear white uniforms. Monday morning when she came to work, after the Labor meeting she came down here, the hearing was set for ten o'clock Monday morning and it was postponed and she came in at noon and she refused to change her suit. She had on a brown suit and she would not change her suit. That is just one thing. She had repair work brought back to her and her instructor reported to me that she had to insist upon Virginia fixing her own repair work.

I have been over there and Virginia has talked to me repeatedly about this Pauline Lutz and I have refused to discuss it with her and she has not been very nice in her attitude at all.

Q. You expect to discharge her on account of it?

A. Well, if Virginia continues her present actions I am afraid that the Donnelly Garment Company will be forced to discharge her on account of her insubordination.

Q. But you said her work was satisfactory?

A. I have not. I said that Virginia was not a very good operator. I think that Virginia can do good work if she wants to and if she keeps her mind on her work, which she has not been doing recently.

p. 713 Q. (By Mr. Rucker) State your name, please.

A. Lou Perkins.

Q. How old are you?

A. 50.

Q. How long did you work for the Donnelly Garment Company?

A. Well, I worked for the Donnelly Garment Company about 18 months steady, is the longest I worked there steady.

p. 715 Q. (By Mr. Rucker) Now, did you become interested in union activities down there?

A. Yes, sir; I talked union.

Q. When?

A. Well, last spring when I was working there.

Q. Did you go out to some of these meetings they have been talking about?

A. I didn't go to any of the meetings.

Q. Did the girls talk to you about them?

A. Well, Kate Jenkins talked to me about the meetings.

p. 716 Q. Who else talked union to you?

A. Well, Thelma.

Q. Thelma Owen?

A. Yes.

Q. Anybody else that you can recall?

A. I don't recall, but there was several.

Q. There were several whose names you do not recall?

A. Yes.

Q. Now, had you ever had any trouble with any of your instructors?

A. No, sir; I never did.

Q. As I understand it, you joined the union in October after you were laid off?

A. Yes, sir.

[fol. 5567] Q. Were you ever questioned about your union connections by any officer of the company down there?

A. Well, last spring we had to fill out applications, and on the blank the question was asked where we had worked during our lay-off there.

And I had worked at Mary Dean's, and that was during the strike at Mary Dean's that I was called up to Mrs. Reeves' office. And I don't remember just the conversation, but she wanted to know when I had worked at Mary Dean's, and said Dean Jones had called and said they were taking all of their girls.

Q. What did she ask you about your work at Mary Dean's? Did she ask if you belonged to the union when you worked for Mary Dean's?

A. I don't remember.

Q. Did she ask if you went out on strike?

A. Yes; she wanted to know if I was out on the strike at Dean's.

Q. (By Mr. Rucker) Now, you make that in your statement. Can you give the Board any more detailed information?

A. She just wanted to know if I was out on that strike, because he had called in and said they were taking their old girls, and she wanted to find out if I was one of them, but I wasn't.

Q. Now, tell the Board whether your work was made harder for you after you began talking favorably about the union.

A. Well, they didn't call me back to work, but I went back. It was either in July or August. But they took me back, but they didn't give me no steady machine. They just put me from one section to another and gave me different work all the time, you know, and that made it harder for me.

Q. Did you have difficulty making your code.

p. 718 A. Oh, yes; I couldn't make my code doing that.

Q. You couldn't make it that way?

A. No.

Q. Let me get this straight. I don't get it right. You worked for Dean's, and there was a strike. Now, when was that strike?

A. That was in last March.

Q. (By Dir. Pratt) That strike was February 7. Now, were you employed at the Mary Dean Company at the time that strike was on?

A. No.

Q. You were not there?

A. No, I wasn't there.

p. 720

[fol. 5568] Q. And you went back to work, and the only thing you have to complain about here is that you say they changed your work?

A. Yes, they did in July, and finally let me out and didn't give me any work at all.

Q. They let a lot of people out at the time you were let out?

A. I don't know about that particular time. Sometimes there was.

Q. Well, you know there was a shortage of work that summer and a great many people were let out?

A. That was in 1934?

Q. Yes.

A. Yes.

Q. You knew that, didn't you?

A. Well, I know when they shut down the section that I was working in, why, there was a lot let out at that time. But when they let me out the last time, I don't know about that.

Q. There were some other sections closed at that time, weren't there?

A. No.

Q. Wasn't that the way you understood it?

A. Not in July, no.

Q. (By Dir. Pratt) Did they close your section in July, when you were let out?

A. No.

Q. The last time you were there, you were just one laid out of the section?

A. Yes. From one section to another.

Q. (By Mr. Reed) But other sections were closed down, weren't they?

A. No.

Q. You don't remember?

A. No, sir.

- p. 722 Q. (By Dir. Pratt) You were the only one laid off out of your section the last time, is that right?
- A. I wasn't put in any particular section. I was just changed from one section to another; not given any steady machine.

[fol. 5569] Judge Miller Testimony ROSE TODD—Direct

- p. 1036 Q. Will you state your name, please?
- A. Rose Todd, 3401 Central, Kansas City, Missouri.

Mr. Walsh: I desire to object this time to the introduction of any testimony respecting the formation of the Donnelly Garment Workers' Union on the ground it is incompetent, irrelevant and immaterial in this case, and on the ground that the only forum in which this matter can be litigated or decided is before the National Labor Relations Board, and that the District Court, this Court, has no authority in a case of this character to make any finding whatsoever under the rulings of the Courts of this country.

- p. 1038 Q. In what capacity did you work for the Gernes Garment Company?
- A. Not in the capacity for which I was employed. I did work there part of the time for several weeks, or probably I should say a few weeks, in taking charge of their plant, and then I was a salesman on the road, representative for them following that period.
- p. 1065 Q. I will give them to you and you state the departments they represent as I name them. Rose Todd?
- A. Just a general person through the production department, the department I am connected with.
- Q. By the way, please describe the work you were doing then for the Donnelly Garment Company; what was the nature of it?

- A. I was helping in the department where we make our first models; you might say assisting the person in charge of that department, the sewing of our first models, the first dresses that are made.

p. 1084 -Q. I will ask you, Miss Todd, to cast your mind back to the occasion of the first meeting of the Donnelly Garment Workers' Union in which you said that the telephone was used to give notice of the meeting. In giving that notice, whom did you call to the telephone, any particular grade of instructor or assistant?

- A. No. In using our house telephone system in that manner, we have what we call floor girls or thread girls in each department. It is absolutely her duty to answer the 'phone and convey any message that might be given. That was what was done. The telephone operator called and said there would be a meeting on the second floor after work for the employees.

[fol. 5570] N.R.A.

p 1113

Dir. Pratt. Mr. Rucker, the attorney for the complainant union, has requested the opportunity of offering certain rebuttal testimony at a later session.

The Board has determined, in view of the fact that this hearing has consumed many days and many pages of testimony, to permit Mr. Rucker to furnish it a statement of what testimony he desires to offer.

The Board will read the record, and if, after considering the testimony already given; it feels it desirable to have the additional rebuttal testimony proposed to be offered by Mr. Rucker, an opportunity will be given for such testimony to be offered. If it does not see fit or think desirable to have such testi-

mony offered, there will be no further hearing, and the close of the testimony today will mark the close of this case.

Ample notice will be given to all parties if any further session is felt necessary.

Mr. Reed. Of course, it must be understood, along with that, that if Mr. Rucker offers any further testimony we will have the right to surrebuttal.

Chairman Birkhead. I think that that's agreeable, yes.

p. 1114

Mr. Rucker. I have no desire to keep out any testimony.

Chairman Birkhead. We want the record to be complete in every way.

Mr. Reed. Well, it is not complete and will not be complete until such thing as Mr. Rucker contemplates is taken up.

And we will be given notice, of course, whether the case is to go on further and what time that the Board determines that the case is closed.

And we would like to have one thing further: We would like to have a copy of this statement that has been made here.

Mr. Rucker. I expect to give you a copy of the statement.

Mr. Reed. A copy of this order that is being made now. We would like to have a copy of it.

Mr. Rucker. I expect, as a matter of course and routine, to mail it to your office.

Mr. Ingraham. I want to offer also the order of the codes of fair competition for the Donnelly Garment Company.

Mr. Reed. Both of them must go in, the original order and the modified order, because they are not clear unless they are both in.

Mr. Ingraham. I don't have the other one here now.

Mr. Rucker. It is understood both orders are in. If you haven't got them here now, bring them in later.

(The order presented by Mr. Ingraham at that time was marked "Respondent's Exhibit No. 25" and received in evidence.)

(Whereupon, at 12:20 a. m., Saturday, May 25, 1935, the hearing in the above-entitled matter was closed.)

[fol. 5571] Judge Miller testimony

MRS. REEVES—Redirect.

- p. 55 Q. (By Senator Reed) Before reading formally this exhibit, I want to return to a matter I overlooked for a moment. You testified, Mrs. Reeves, the company undertook to fix the piece work prices so that an ordinary operator could make \$20.00 a week; a competent operator \$25.00 a week and from that up. Now, how are the prices fixed on the particular pieces of work, so that the operator can receive the compensations? How are they fixed?
- p. 56 A. After a garment is designed, that particular garment is analyzed very thoroughly by Mrs. Nichols, who was a former piece work operator; Josephine Spallito, a former piece work operator; Rose Todd, a former piece work operator. Prices are then discussed with the operator, and also the instructor, and everything is taken into consideration—that some material is harder to handle and so forth;

priced in such a way that an efficient operator can make from \$25.00 to \$50.00 a week; a less efficient operator \$20.00 to \$25.00.

If there is any employee who thinks the price is too low, what redress does she have?

- A. She discusses it with people who set prices,—Miss Todd, Mrs. Nichols, or her instructor, and the thing is gone into very thoroughly.

p. 60 Q. (By Senator Reed) Who has complete charge of the making of the piece rates after the report is made by this committee?

- A. Mrs. Nichols.

p. 115 Q. Before the lay-off was made—I am speaking now of the general lay-off of this character, are these—is any investigation made outside of their record that they have made with the company?

- A. Well, we consult with different people, the different instructors who have worked with the operators to see if they are adaptable, and can be changed, or if there is any possibility of using them on other machines and we have gone into it very thoroughly.

Q. When you let out this approximately 124 in July, I believe you said 115,—when you let them out did you take into consideration anything except the lack of work and the other considerations you have just mentioned?

Mr. Walsh: I would like to object to that. If my memory serves me this witness said the decisions as to who would be let out were made by a committee.

Senator Reed: She didn't say exactly that.

(Last question read by the reporter).

- A. That was the only thing we could take into consideration.

p. 292 Q. Do I understand that these notices about the greater number of hours would be put on a bulletin board in writing?

A. Either that, or sent through the sections on the I. D. M.

Q. The I. D. M. What is that?

A. Inter departmental memo.

[fol. 5579] In Judge Miller's Court.

CLIF LANGSDALE—witness.

p. 2403 Q. Will you kindly point out to the Court as briefly as you can, now, what was said at that conference that is not stated in Plaintiff's Exhibit No. 112?

A. I will do my best, but the transcript is so far short of what was said at that conference that it will be difficult. You will note that this transcript is about twenty-nine pages, as I recall it. This conference lasted about three hours. Most public stenographers have told me—

Senator Reed: Wait a minute—

A. (continuing) It is my knowledge that most conferences of this character will consume forty pages an hour, at least. Here are twenty-nine pages which purport to cover three hours; so in that respect it is far short of covering the whole conference. There were many things said there that afternoon that are not recorded in this transcript and many things that purport to have been recorded that were not said as they are here set out.

Q. First let me ask you this, Mr. Langsdale, had you been advised before you went to Senator Reed's home or did you become aware after you got there during any of the three or four hours that this conference lasted that there was a stenographer seated in the breakfast room taking down a transcript or a purported transcript of what was being said?

p. 2404 A. Certainly not. I was in another lawyer's home and I did not expect that kind of a thing to be done to me.

Q. Just go ahead and detail the deficiency in that transcript.

A. I might state, generally, that I went there for the sole purpose of seeing whether or not—

Senator Reed: I object to that as not responsive to the question.

A. I stated generally in the conference that I was there for the purpose of seeing if we could arrive at the settlement of the controversy that was then pending before the Labor Board. I did not have authority to talk settlement of the injunction suit. Mr. Perlstein is the one who gave me the authority to go to the conference at all and with the specific limitation that we talk—I won't say the specific limitation, but the only thing we had in mind was to talk about settling the charges we had filed against the Donnelly Company before the Labor Board.

p. 2405 A. At any rate, when we got there I stated to the Senator and others present—in the first place, I didn't expect to find Mr. Tyler there.

Senator Reed: Who?

A. Mr. Tyler, representing the company union. I objected to his presence in the conference at the very outset. I told the Senator I did not come out there to confer with any representative of a company union, and that I did not want to take any part in a conference in which Mr. Tyler was present. I stated this was a company union and the International would not deal in any manner, shape, or form with a company union. The Senator said, "How do you know it is a company union, Cliff?" I said, "Senator,"—and this is not in the transcript—"I did not come out here to argue that matter with you. I have been in this business a long time and I know a company union when I see one, just like you know a [Sheperd] dog when you see one." That part

is left out. A number of times during the conference the Senator recalled the statement about the Shepherd dog. At no place in this transcript do I find any reference to it.

p. 2406

Here is a statement on the second page of this transcript in which I say, "Nothing in what I OK'd that said anything about any speed-up system", referring to the letter that I did OK to be used in contacting the customers. I said nothing about any speed-up system. This transcript has me saying, "Personally I wouldn't approve it." I think what I said was that personally I did not approve of their saying anything about the speed-up system in their contact with the customers. I told the Senator that I from my long experience representing labor unions and in view of Judge Collet's order did not want them saying anything to the customers that was in any way controversial, and it was controversial as to whether or not they had a speed-up system.

- p. 2407 Q. Was anything said out there, Mr. Langsdale, that day about turning the matter over to Mr. Hogsett to settle, and if there was state whether or not it appears in that transcript?
- A. Yes, there was something said about that, and it does not appear in the transcript. Towards the end of the conference the Senator kept pressing me to tell him what facts I had from which I drew the conclusion that this was a company-dominated union. I said to the Senator, "The personal [equation] enters into this with you, Senator. It is your wife's business and I think the personal [equation] ought to enter into it. But I can't tell you all of the things your wife did to dominate this union, to keep them from joining the International. If you will turn this matter over to Mr. Hogsett, he and I can get together quickly on it, if you will give him carte blanche. The Senator said he would not give anybody carte

blanche. Mr. Hogsett spoke up and said he wouldn't take it on that basis. There is nothing of that in here.

Q. Did that conversation last for some little time?

A. Not much longer than it has taken me to tell it here.

Q. There is nothing with reference to that matter in this transcript?

A. Not a thing. On another page, what has been marked Page 4 on my transcript here, Mr. Reed says, "But you are thinking about this from the standpoint of your case down here that you are threatening to file charges—or they have been filed. But any settlement of those matters would be an innocuous thing that would not bring peace if these other matters remained to be threshed out." That recalls to my mind the fact that at one stage of the conference the Senator said he might agree to disestablish this union and post the notices required by the Labor Board, although he did not think they had done anything that required it; he said they had not dominated this company union and it was not an illegal union under the Wagner Act, but, nevertheless, to settle the matter he might agree to that if we would agree to some settlement of this injunction suit. That came in about where this statement was made: "But any settlement of those matters would be an innocuous thing that would not bring peace if these other matters remained to be threshed out." Then the transcript continues, "Now the object in having Mr. Langsdale here", this is Senator Reed supposed to be talking, "I take it, is to cover these matters. Now if we could

[fol. 5581] p. 2408 satisfy the International and satisfy ourselves at the same time so that we should wipe the slate and we could then say if we make certain concessions here which we don't think we ought to make in the interests of

peace, we want peace." The transcript then has me say, "I am here to get your idea as to what you think this settlement should be." I am sure in that connection I said "this settlement of the labor controversy." I did not leave it as they have it so that it could be interpreted as though I was talking about the whole matter.

p. 2409

On what I have marked as Page 5 of the transcript they quote me as saying, "There are a lot of things they did that I advised them particularly not to do." I have no recollection of saying anything like that. If I did say it, what I meant was they had a lot of things in this letter they brought to me which they wanted to use in contacting the customers which I advised them not to put in the letter.

Q. With reference to the use of the controversial matters?

A. Yes. I advised them to leave out all statements as to wages, the health of the employees, as all of those matters were highly controversial. I did not think there [out] to be any letter which would be circulated among the customers in view not only of Judge Collet's order but in view of the possibility of an order in any other court.

On Page 10 they quote me as saying, "I say to you now that we agree with you that this company has no speed up system and we [out] to quit saying that you pay lower wages." What I said in that connection was that we ought not to put that in a letter that would be circulated among the customers. I never said this company did not have a speed-up system; and I never said they did have. I did not say anything to Senator Reed about the wages paid by the Donnelly Company except I did say to him that the union claimed they were conducting a silk shop and that

their wage scale should be based upon a silk shop and not a cotton shop.

p. 2410

On Page 13 of my transcript this is what I find, "Mr. Reed: I forgot to mention that you charge us with maintaining a spy system and having a most notorious spy in the country, that is the substance of the charge." And they quote me as saying, "I have no facts in mind now that lead me to believe there is any truth in that." If I said that it was that I had no facts in mind which led me to believe that they had this notorious spy in their employ, and I meant A. A. Ahner. I have never found where they had Ahner in their employ. I did not mean to say that I had no facts which showed they had a spy system, because I had many facts which showed that.

On Page 19 they have me quoted as saying, "I don't agree to submit to what I may think a proper union is. I came out here prepared to settle all of these problems." If I said that I connected it with problems concerning the Labor Board matter, because anyone who can read the next sentence knows that is what I said. I say, "First, we are not going to deal with Mr. Tyler. Second, we have charges filed before the Board that certain people have been discharged because of union activities. If they lost wages because thereof, that ought to be settled."

p. 2411

On Page 24 they quote me as saying, "I can conceive it is very reasonable to me that a large majority wouldn't want to join the International. I'm not asking that you put them in there. I believe sincerely that a large majority of your people don't want it." I said something to that effect, but I did say the reason they didn't want it was because they had been thoroughly intimidated, and there had been such a campaign of vilification of the union that I didn't believe his people

would join the International Ladies' Garment Workers' Union. Mr. Tyler is here quoted as saying, "Do you believe they want to belong to their own union?" and I follow that up by saying, "I don't think they have a darn thing to do with it." That was along the line of my conversation in connection with the other answer that is not quoted.

p. 2412

[fol. 5582]

p. 2412 Further on on that page, Mr. Hogsett said, "Let me ask you, Clif, how do you suggest that if you could just move the pawn on the board of chess, how would you suggest that these employees register their choice?" Then I am quoted as saying, "I don't care about their choice." I know I did not say anything like that. I may have said I didn't care how they registered their choice, but I did not say I didn't care about their choice because it is their choice I have been fighting for for years. Then Mr. Hogsett is quoted again, "What is your position? What is your suggestion as to the machinery, the mechanics, the method as to the registration of the choice of these people." That followed my statement evidently that I did not care about the method of choice.

p. 2413

On the next page Mr. Hogsett says, "But you suggest that we must exercise some sort of coercion to force the disbandment of this employees' union," and they quote me as saying, "Without that you try this case out. Now what do you want?" Of course, I did not say that; I didn't say coercing these people out of their union. What I very likely said was that there would have to be some reasonable or legal choice; or I may have said they would have to disband this union because I was thoroughly convinced that it was a company union, a company-dominated union in violation of the Wagner Act.

They kept following up that suggestion about how I would suggest they register their

desires. They have Mr. Hogsett saying, "Would you like the employees to register their choice?" and me to say, "The registration already engaged in is not permitted under the law", and Mr. Ingraham to say, "What future registration would satisfy?", and then they have me quoted: "Well, we both expect to be honest about it. We want a free and unhampered opportunity to try to organize the employees of the factory. Between you and me no free and unhampered opportunity would prevail down there," and that was the burden of my answer, "Between you and me no free and unhampered opportunity would prevail down there, but theoretically that is what we want." I recall that I told them why there would be no free and unhampered opportunity down there, because of the formation of this union and the way the organization of the other union was discouraged. Further on they quote me as saying, "Without any hampering at all or any influence at all. Speaking frankly here I don't think you have any reason to fear the International Ladies' Garment Workers' Union. They think they have some opportunity and they think they may succeed. I don't think they could. That's my opinion just within these four walls." I said something very much like that. That was my opinion, not that they couldn't organize them if they were free to organize them unhampered, but because of their then attitude, because of the organization of this company union, and the things that had been done to keep them out of the International, I didn't think they had chance.

Senator Reed: I have been very patient about this. The question asked the witness was to point out the discrepancies or omissions in this document.

The Witness: That is what I am doing.

Senator Reed: Now he is indulging in saying, "if I said that, then I said something else, and if I didn't say it, I meant something else."

p. 2414 A. I did say I didn't think we had much chance to organize these people, and that was my opinion. I am not an organizer; I am a lawyer, and I said to Mr. Reed that Mr. Perlstein and others did not agree with me. I said, "They think they have a chance and they have the right under the law to exercise that chance."

[fol. 5583] p. 2415 Those are the principal matters I find in this transcript, according to my recollection.

[fol. 5584] — N.R.A. — J.M.C. Exhibit 17 (Defendant's Surrebuttal)

United States Of America

Before The National Labor Relations Board  
Seventeenth Region

In The Matter of

Donnelly Garment Company  
and

International Ladies' Garment Workers' Union  
and

Donnelly Garment Workers' Union, Party to the Contract

Case No. XVII-C.371

Respondent's Offer Of Evidence  
In Sur-Rebuttal, From Record  
In The Judge Miller Case

Comes now respondent and offers in the above proceeding the testimony attached hereto as sur-rebuttal to the testimony offered by the Board and I.L.G.W.U. in their Exhibit "NRA-JMC Exhibit 17" and particularly in rebuttal of the testimony of Clif Langsdale contained in said exhibit, the attached evidence being a photostatic copy of the stenographic transcript introduced in the Judge Miller

case as Exhibit No. 112 and referred to in Mr. Langsdale's testimony.

**REED & INGRAHAM**  
Attorneys for Respondent

Exh. 17. See page 3106 of Record. J. C. Batten, Trial Examiner.

(No Number Assigned.)

Received Copy.

**DANIEL J. LEARY,**  
Atty. for 17th Region

**CLIF LANGSDALE**  
Atty. for I.L.G.W.U.

**FRANK E. TYLER,**  
Atty. for Intervener

[fol. 5585] (Plaintiff's Exhibit No. 112.)

Meeting at Mr. Reed's home, 5236 Cherry Street, Kansas City, Mo. on January 20, 1939, at 3:00 P. M.

Mr. Reed: Now let's see, Ingraham, Mr. Hogsett and myself are here representing the Doimnelly Companies, Tyler is here representing the Donnelly Garment Workers' Union and, Cliff, you represent—

Mr. Langsdale: I represent the International Ladies' Garment Workers' Union.

Mr. Reed: How about the Joint Board?

Mr. Langsdale: I represent them all, that is, for this particular conference.

Mr. Reed: And Mr. Broderick and Mr. Watson are here representing the Labor Board.

Mr. Reed: Now suppose if we get anywhere, we want to settle this whole thing.

Mr. Langsdale: That is the way I feel about it, I want to dispose of this whole thing.

Mr. Reed: Now, Cliff, you people have made a number of charges and complaints against us and I would like to

talk it over with you. Now one thing that they charge is that we have a speed up system down there.

Mr. Langsdale: That is hardly a part of this conference.

Mr. Reed: It has to be a part of this general settlement. If we get to an agreement, we don't want you to come around next week or next month and say we didn't pass on that.

Mr. Langsdale: We have certain charges filed before the Labor Board. Speed-up system has nothing to do with that. We charge that you have a company dominated union, you discharged a number of employees because they belonged to the International Ladies Garment Workers' [fol. 5586] Union. Whether you have a speed up system or not has nothing to do with it.

Mr. Reed: We might thrash that thing out and then all these charges that are being made—you people are out making a boycott—how can we accomplish anything here by just talking about one or two matters that you may have lodged with the Board?

Mr. Langsdale: Tell me, Senator, are they now charging in the campaign that you have a speed up system, or was that before you got your injunction?

Mr. Reed: They are doing it now.

Mr. Langsdale: They brought to me a letter which they wanted to send out. I deleted parts, but the letter said that you didn't employ legitimate labor union people; that your union was a company union and not an appropriate union under the Labor Act to bargain collectively. Nothing in what I OK'd that said anything about any speed up system. Personally I wouldn't approve of it.

Mr. Reed: But whether they are or not, they are the things you have charged. I think Mr. Broderick will agree with me that we ought to settle everything and wipe this slate clean and have all this trouble ended.

Mr. Broderick: I think that if we are able to reach definite conclusions on the charges now before the Board that that might be the first step in reaching a settlement of the whole picture. We are concerned only with the charges we have.

[fol. 5587] Mr. Reed: Haven't you charges outside those Mr. Langsdale mentioned?

Mr. Broderick: Now, that is all. Violations of Section 8, 13 of the Act.

Mr. Ingraham: When we had a talk the other day I thought one of you gentlemen said "Certainly, I don't blame the Donnelly Garment Company for not agreeing to a settlement of this matter unless everything is settled." My recollection is that Mr. Watson said "I am willing to ask that Mr. Perlstein and Mr. Dubinsky be present".

Mr. Broderick: We have no authority in the wide world to say anything about the injunction.

Mr. Watson: I think it would be helpful to settle everything at one time. So far as my being able to tell Mr. Perlstein or Mr. Dubinsky—I couldn't do that.

Mr. Reed: But you are thinking about this from the standpoint of your case down here that you are threatening to file charges—or they have been filed. But any settlement of those matters would be an innocuous thing that would not bring peace if these other matters remained to be thrashed out. Now the object in having Mr. Langsdale here, I take it, is to cover these matters. Now if we could satisfy the International and satisfy ourselves at the same time so that we should wipe the slate and we could then say if we make certain concessions here which we don't think we ought to make in the interests of peace, we want peace.

[fol. 5588] Mr. Langsdale: I am here to get your idea as to what you think this settlement should be.

Mr. Reed: I'm here to find out what you want.

Mr. Reed: Let's take these things up just for a moment. They have charged hundreds of times, publicly and to our customers and they are continuing to charge that we have a speed up system that breaks down the health, destroys the nervous energies of these girls. Now I don't believe, Cliff, that you would make a charge of that kind if you didn't believe it to be true.

Mr. Langsdale: Now, Senator, I said to you that I didn't approve of any literature that contained that charge. I'm not going to mention here the charges you make that the International Ladies Garment Workers Union is a bunch of racketeers, I'm not going to bring that up here. I don't consider that a part of it.

Mr. Reed: These charges that may have been made by our people in this controversy are not a matter that can be settled here. But you charge that speed up system. Now that is absolutely impossible. The way the work is done it isn't like a tresh machine, you feed the bundles in at one end, each fellow is forced to do his work. The way the work is done down there, a girl sits down to her machine and calls for her bundle, the boy brings it, she works that bundle through. Nobody is waiting for her. When she finishes, she takes her card, puts down on the card how much she has done and then she calls for another bundle. At night she fills that card out, keeps one copy and hands [fol. 5589] the other in.

Mr. Langsdale: There are a lot of things they did that I advised them particularly not to do.

Mr. Reed: Let me spend a minute on the caste system. That office is perhaps unique. There is one entrance; Mrs. Reed, the president of the company, all of the officers and all of the employees use the same entrance and elevators. They associate together, there's a club out here that Mrs. Reed set apart for the employees, they go out there and have their dances. I don't know what is meant unless you mean that the colored folks, janitors, maids, etc. They are all satisfied. I was talking to Mrs. Reed the other day, and she said you couldn't get one of them to quit. Now, that is the so called caste system. Well they say that the girls break down and have nervous prostration and that they are in hospitals, etc. Their health record down there is so good that the insurance company who sells them health insurance, one half of which is paid by the company, turned back this year \$6,000 of premiums that had been paid in.

They say that we pay lower wages than are paid in the industry, thirty per cent lower.

Mr. Broderick: I have this thought to suggest before you go on. You have mentioned the caste system, and the

speed up system and the wages. Do you feel that you should get the answers to those questions before we can dispose of this matter?

[fol. 5590] Mr. Reed: Yes, I think if we are going to consider the concessions which you will demand we want to know that if we do make the concessions, we can get to a ground where our difficulties will be settled.

Mr. Langsdale: So far as the speed up system charge being made, it is over my advice. I never heard of the caste system. So far as the wages are concerned, I don't need to tell you that the International classes you as a silk shop. Now that is all there is to it.

Mr. Reed: But right here in this town were made contracts for cotton workers way below our scale for years, and in what you call the silk shops their wages are way below the Donnelly Company.

Mr. Broderick: Listen will you do this Senator? If the union would stop referring to the Donnelly Company as the place where the speed up system is employed, where they pay lower wages than elsewhere, stop referring to the caste system, those items which you have mentioned, breaking down their health, would you be willing to comply with the things we are here for?

Mr. Reed: While we are on the question of health, a considerable number of employees down there have worked ever since the plant started—they have an organization of women down there who have worked there for over fifteen years—

Mr. Broderick: I'm not challenging that.

[fol. 5591] Mr. Reed: You get all this stuff—a part of a plan which has worked as great a detriment to this company as they can make it.

If we are going to talk about us making concessions I want to know that we are going to settle this thing. I am in the humor, I'm always in the humor, to get along peaceably and I have nothing against unions. Cliff here knows that for years I fought for the unions. I suppose I could

dig up fifty resolutions that labor organizations have sent me thanking me for favors. I have no axe to grind with labor unions.

(Mr. Langsdale said something about speaking for Senator Reed in 1922)

Mr. Reed: Now if we can consider these charges that I can satisfy you are absolutely without foundation then we would have approached a point where we can begin to consider the things that these people are disputing about.

Mr. Broderick: What I would like to get from you, Senator, is this: I would like to have a list of all the things you complain about since they seem to be a prerequisite to any agreement. I have no authority to speak for the union. Mr. Langsdale will consider them. I do feel that we should cover something definite fast. We can't go back and forth like a football. If they would stop doing these things, would you do the things I'm asking for.

Mr. Reed: If we are going to be haled before the Labor Board and have to go on with this litigation we might just as well give the thing up. But if there is a hope of working [fol. 5592] out a solution we are willing to sit here and talk about it. There is another party to be considered, Mr. Tyler here, representing the Donnelly Union.

Mr. Langsdale: At the outset, of course I'm here and with all due respect to your situation, Senator, I'm representing a legitimate labor union, some 300,000 members over the country. Before I agree to anything, Mr. Tyler would have to drop out of the picture because that union would have to be disbanded, because in my own mind I know that it is not an appropriate union under the Wagner Act, but we can reach no agreement that doesn't have that.

We have had certain women discharged because of union activities. Under the charges filed before the Labor Board, they should be reinstated. If there is any back pay they are entitled to, that would have to be paid.

We don't intend to deal with any company union under any conditions and I am thoroughly beyond any doubt convinced that the union Frank represents is not a union such as was contemplated by the Wagner Act.

Mr. Reed: Let me assume for this one statement that Frank's union is not a good faith union. What business is that of anybody's but the members of that union?

Mr. Langsdale: It is the business of the United States Government and the Labor Board.

Mr. Reed: Suppose they are getting along all right, they have organized and are satisfied, nobody complains?

Mr. Langsdale: It is the business of the International Ladies Garment Workers' Union.

[fol. 5593] Mr. Reed: How is it the business of the International—they want to organize these people themselves?

Mr. Langsdale: It can't exist if they are going to recognize company unions, and the Congress of the United States said—

Mr. Reed: I've read the law but I don't think anybody knows just what the law is. I thought it was unconstitutional—still do, except that the Supreme Court said it was and I have to abide by their decision.

Mr. Reed: You're speaking now for the International and here's a group of people organized and getting along. You simply want to break up that union as a preliminary to anything else?

Mr. Langsdale: When we reach a pact containing a number of conditions that must be one.

Mr. Tyler: I don't see how, without violation of my duty and stultification of myself, I could consent to any such condition. I see no ground to be denominated a company union. I would defy the facts as I know them.

Mr. Langsdale: I am thoroughly convinced in my own mind that it is a company union. I'm not casting any stones at Frank here but he is known around town as a union [bating lawer]. He has a right to be in any kind of business he wants to be. He organized the Safeway Stores union which is a company union and which we think we will disestablish. Now there is no doubt in my mind at all that Frank is a specialist when it comes to organizing company unions.

I say to you now that we agree with you that this company has no speed up system, and we ought to quit saying [fol. 5594] that you pay lower wages, but we won't agree to anything that doesn't contain in that same agreement that this union known as the Donnelly Garment Workers Union is disestablished.

Mr. Hogsett: Isn't it true, Clif, that the only Court—the three judge court—that heard the case, held it to be a valid union, wasn't that true?

Mr. Langsdale: Nevertheless, I am not going to argue that with you. I have been in a good many more of these proceedings than you have Bill and than the Senator has but I know a company union when I see it and I know that this is a company union and we won't make any agreement that hasn't that as a condition in it.

Mr. Tyler: If these employees disband and later organize the employees of the plant, you want this deal to provide that these employees will never establish a union of their own?

Clif, it should satisfy you that they are unanimous in their desire to have their own union.

Mr. Langsdale: You never organize unions for—

Mr. Tyler: Only when employees come to me and tell me they are coming to me on their own motion.

Mr. Langsdale: Frank, you can't convince me that Rose Todd came to your office simply because she looked up your name in the directory.

Mr. Reed: Your position, as I understand it, is that a plant union is to be disbanded and these people must disband and then if tomorrow, or next week, of their own motion, they organize a union you say that shouldn't be either. In any event you are going to consider it a company union.

[fol. 5595] Mr. Langsdale: It is difficult for me to think that a [leopard] can change its spots. We arrive at an agreement that the Donnelly Garment Company shouldn't sign a closed shop agreement.

Mr. Reed: While you sign them every day.

Mr. Langsdale: But we represent the International.

Mr. Hogsett: Just assume now a hypothetical case—that the employees, one hundred per cent do want to join their own union and not this international union. Do you say that that is impossible?

Mr. Langsdale: Now, I don't say it's impossible but I view it with suspicion especially in view of the precedent circumstances in the organization of this union. Let me cite a case to show you my point of view. Before the old NRA, Emery Bird Thayer discharged five old wrappers they said they were discharging them for inefficiency. A fellow had been with them for 19 years. John Harding tried the case. A. Ahner, who is the chief strike breaking agent of the country, represented the company. (Here I didn't get what Mr. Langsdale said about the trial, etc. LB).

Mr. Langsdale: Now the situation isn't as bad as that, but you have got here, I am going to call a spade a spade. You have Mr. Tyler here who represents company unions. Rose Todd found his office some way or other. This International Union can exist without the Donnelly Workers Union. We are not going to go back on their principle or cast aside any of their code just to make peace with the Donnellys and one of their cardinal principles is that they will not any time or anywhere recognize what they know to be a company union.

[fol. 5596]. Mr. Tyler: We don't ask—

Mr. Reed: It is a strange position for a man of your intelligence Cliff—if a man is the counsel for employees in a plant the fact that afterwards other employees in other plants come to him and ask him to represent them shows that the first one to come to him was a company union, a company dominated union.

Mr. Langsdale: They go to Mr. Tyler because he had successfully organized a company union with the Donnelly people. The Grace Company went to Mr. Tyler and Mr. Tyler steered away from them. He sent them to a friend of his.

Mr. Reed: Don't that happen every day? I remember trying a notorious patent case. I don't know why Tyler's

employment by this Union is any worse curse on him than your employment by the Union.

Mr. Reed: Now I understand Clif's position perfectly.

Mr. Langsdale: I am standing on the Wagner Act. It says that workers shall have the right to bargain collectively and to select representatives of their own choosing, which I say the Donnelly Union does not.

Mr. Reed: Why do you say that?

Mr. Langsdale: I'm going to argue that before the Court.

Mr. Reed: I forgot to mention that you charge us with maintaining a spy system and having a most notorious spy in the country, that is the substance of the charge.

Mr. Langsdale: I have no facts in mind now that lead me to believe there is any truth in that.

[fol. 5597] Mr. Broderick: Mr. Tyler is convinced in his mind that that is not a company dominated union. He is ready to fight it out. These charges now pending include the charge that that is a company dominated union, and the discharge of ten or twelve people. Any disposition of this case would require that that union would have to go out.

Mr. Reed: Why?

Mr. Broderick: Because we have proof enough to warrant that.

Mr. Langsdale: You put in your own evidence an affidavit that Rose Todd said "I would expect to be fired if I joined the Union".

Mr. Ingraham: That is not what it was Clif. What Rose said was that she wouldn't feel that she could work in a place where 1300 people were against the International.

Mr. Langsdale: We do not depend on that affidavit to make our case.

Mr. Reed: What is the use of us going to trial before you?

Mr. Broderick: I am not going to try the case. I am merely telling you. I don't hear the evidence.

Mr. Langsdale: You are asking him what he thinks of this case.

Mr. Broderick: I'm telling him that is why I would ask that you withdraw your recognition of the employees union because I consider it a company union.

Mr. Ingraham: If they would reorganize?

Mr. Broderick: If after this proceeding is over, they reorganized and there was an absence of charges that it was a company dominated union, there would be nothing in the world a court could do about it. The Act expressly provides that it may have such an organization and the only requirement is that it be not company dominated.

[fol. 5598] How can we say it would be all right until we have tried it?

Mr. Ingraham: Cliff says it just wouldn't.

Mr. Langsdale: There are plant unions that are not company unions. I had a group come to me from Luzier's. There are groups that really genuinely want to organize a plant union. I think they are foolish nevertheless there are that kind of organizations, but I don't think the Donnelly Garment Company are that type.

Mr. Broderick: I don't see how we can say that six months from now. (I didn't hear the rest of that statement) (everybody talking at once but I did get the last part of it—) that there be no interference with the choice of the workers and if there is no interference

Mr. Ingraham: Would the board hold an election

Mr. Broderick: Would they

Mr. Ingraham: Yes

Mr. Broderick: The Board has always held an election—it depends on the circumstances of the petition. These charges of course contemplate no election.

Mr. Reed: Don't the board rule that an employer couldn't ask for an election.

Mr. Langsdale: I don't think that is strictly correct.

Mr. Broderick: We don't accept petitions from employers only where two rival unions each claim to represent a majority.

Mr. Langsdale: In that kind of a case I think an employer should have the right to demand an election. As a member of the American Bar Association Labor Committee I recommended that change. Where the board contends [fol. 5599] that neither of [of] the unions is company dominated, they can hold an election, because the board doesn't recognize a company dominated union as an appropriate union to represent the employees.

Mr. Reed: Of course the board can't prejudge a union.

Mr. Langsdale: No the board can't.

Mr. Broderick: The board doesn't try to prejudge. On the filing of the petition, the board investigates the petition and in a few cases elections have been held for employers. In New York there were seven petitions for elections asked by employers. Four instances, elections were held and in three there weren't. All in the course of a year.

Mr. Hogsett: I thought I had read in the first annual report of the National Labor Relations Board a ruling in the nature of a regulation under which the duties of the National Labor Relations Board only to employees are defined.

Mr. Reed: About these girls. Is that part of your charges that we discharged ten or eleven girls?

Mr. Langsdale: You remember Senator that we just got about through with that case when the act was declared unconstitutional?

Mr. Reed: Yes, I remember. There were 300 people let out because of a slump in business. When business revived and at that time there may have been one that belonged to the union. Now they called back in regular reinstatement for calling back to work—they called back 120 I think of these people and in the 120 there were 7 of these people that were complaining called back—more percentage of those who belonged to the union or threatened to belong [fol. 5600] to the union, than there were of the others. The company didn't know anything about any of them

belonging to the union. The evidence we took down there before the Board pretty clearly showed that these girls with the exception of one of them had joined the union after they were laid off and they were no longer in the company's employ.

Mr. Langsdale: That is your conclusion.

Mr. Reed: I have a right to draw a conclusion when I hear the evidence and know it.

Mr. Broderick: Will you grant that I have the same right? If I can show that this is a company dominated union—

Mr. Reed: That is what you charge—you'll have to prove it.

Mr. Broderick: I don't think we will ever get anywhere. Find something to hang our hats on. Now what will you do? I am interested solely in the [charged] filed by the Board, but we will have to agree to certain definite things.

Mr. Reed: How can I agree with a man who says you have to disband. We didn't have anything to do with it. I'm saying that this is a bargain made at arm's length. If it hadn't been we wouldn't have conceded \$16.50 to bundle boys. We had to come to Mr. Tyler's terms.

Mr. Tyler: I don't see how the Senator can dissolve it without their consent.

Mr. Broderick: He doesn't need their consent. What I would do if I were in the Senator's position—the order doesn't run against the union, it runs against the company.

Mr. Reed: They could sue us on our good contract.

[fol. 5601] Mr. Broderick: They can if they have a good contract.

Mr. Reed: It is a good contract. If you try that in Court Mr. Tyler would sue us and we would have to go to Court. Now what kind of defense could we make. We signed a contract and we signed it on the theory that we were dealing with a legitimate organization. We couldn't go into that Court and say that that organization was an illegal and illegitimate one.

Mr. Tyler: 97, 98 and 99% of the employees want to belong to their own union and don't want to belong to any other.

Mr. Langsdale: Now Senator I am not so gullible that I believe you can not persuade Mr. Tyler to persuade his clients to disestablish this union. We have disestablished a number of them.

Mr. Ingraham: Here is the most insurmountable thing, Clif, if I understand you right. If we make an agreement we have to make an agreement with those employees down there never to organize.

Mr. Broderick: He couldn't mean that.

Mr. Langsdale: I don't agree to submit to what I may think is not a proper union. I came out here prepared to settle all of our problems.

Mr. Hogsett: What are your demands.

Mr. Langsdale: First, we are not going to deal with Mr. Tyler. Second, we have charges filed before the Board that certain people were discharged because of union activities. If they lost wages because thereof, that ought to be settled.

Mr. Hogsett: How?

[fol. 5602] Mr. Langsdale: Upon the basis of the facts we have filed. Maybe you and I Bill could settle it.

Mr. Hogsett: If you and I were settling a damage suit, I would say how much do you want?

Mr. Broderick: He wants you to disestablish the Donnelly Garment Workers Union. Offer to reinstate those employees who were discharged with no loss of seniority or any other rights they previously enjoyed.

Mr. Reed: There are no seniority rights in that plant at all.

Mr. Langsdale: In other words, reinstate them under the same circumstances they worked before.

Mr. Broderick: Also to notify all the workers down at the plant that the union has been disestablished by posting a notice that the employees have the right of self-organiza-

tion, to bargain collectively through representatives of their own choosing, and I think that covers it, and adjust this back pay.

Mr. Langsdale: Jane Palmer, who filed these charges, said it wouldn't amount to much. Before coming out here, I telephoned Jane about this and she said it amounted to about \$5,000. I am willing to submit evidence on that. It might not be \$30.00. Broderick was under the impression that Jane had told him it didn't amount to anything. So Jane now has it way beyond what Broderick understood.

Mr. Reed: Have they been unemployed all this time?

Mr. Langsdale: [Now] they have had other jobs.

Mr. Reed: Working for you, aren't they?

Mr. Langsdale: No some of them have been working on other jobs, maybe not as good as they had. I've told you [fol. 5603] what we want, you tell me what you want so far as the injunction is concerned.

Mr. Reed: We want a permanent injunction and that is what we are going to get—that is what we are going to try to get—I am never sure about such things.

Mr. Langsdale: I thought we were going to settle things today.

Mr. Reed: That is what I thought, but you laid down here what seems to me to be an impossible situation. You say we have to do that. That is a good deal like saying to a fellow you concede that I am the owner of this property as an original proposition and then we will talk about some details as to right of compensation.

Mr. Broderick: I think the Senator knows what his obligations are to a majority, but we challenge the majority.

Mr. Reed: Mr. Broderick, how can you say that in view of the fact that all of the employees on their own motion, without Mrs. Reed knowing anything about it, circulated a paper in which they said in substance they wanted nothing to do with the CIO; that they were satisfied and pleased with their employment and highly complimentary. They did that in advance on their own motion, and the Court of Appeals has said commenting on that that under

those circumstances to have tried to do anything, would have amounted to nothing. I'm telling you that there will be no truthful person who can be found that will say it is not just as I told you.

Mr. Hogsett: In other words, doesn't that destroy—

Mr. Langsdale: I have always respected the Senator. I'm not going to say that I don't believe that he believes what he is saying, but I am in my own mind convinced that [fol. 5604] this is a company dominated union and I can't agree to any concession beyond that.

Mr. Reed: Now that was caused, Mr. Broderick, among these employees by the fact that Mr. Dubinsky and others said that they were going to force the unionization of these employees. That was their protest and notice—After that the Wagner Act which all of us thought unconstitutional was passed. After that the Supreme Court upheld the Wagner Act. Now the Wagner Act specifically provided that these people, as much as though they named them, had the right to organize their own union and to keep it free from interference on the outside, and they did it. Now all of this I know through Mr. Tyler as he expressed himself in Court. Naturally I've heard it in many other ways. So in order to protect themselves they go to Mr. Tyler. Now is there anything remarkable about it? Strikes were going on. Minorities of employees had sit down strikes. They had a lot of ruffians along the street to beat them up and naturally these people wanted protection.

Mr. Ingraham: Let me interrupt Senator—I think I got a telephone call from Gossett. It was Gossett, not Tyler, who I first learned was representing the employees.

Langsdale: (Goes on a tirade about Gossett)

Mr. Reed: You told me something about Gossett that I never heard. I want to say this about Al Gossett. Al Gossett is my friend—

Mr. Langsdale: He's mine too.

Mr. Reed: (continuing) Al Gossett has always been one of the fairest men I ever knew in all my life.

[fol. 5605] Mr. Langsdale: He is my friend too. He probably is as good a friend of mine as he is of yours. Just because he doesn't believe in my philosophy—

Mr. Reed: I hope he don't. I think your philosophy is wrong.

Mr. Langsdale: I'm not going to say, Senator, that I think yours is.

Mr. Broderick: Is it your position, Senator, that you couldn't propose that the Donnelly Workers Union disband.

Mr. Reed: I don't see how we can unless Mr. Tyler consents to the dissolution.

Mr. Broderick: Would you?

Tyler: Consent to the dissolution? No.

Mr. Broderick: I think that is the meat of the thing.

Mr. Ingraham: Would you if they could reorganize?

Mr. Tyler: I have offered several times to hold an election.

Mr. Langsdale: Do you think that was a genuine offer Frank?

Mr. Tyler: Yes, I made it in open Court.

Mr. Langsdale: I have been in this business quite a while.

Mr. Broderick: I don't say that this group has no right to say that this group has no right to say what the employees are going to do.

Mr. Langsdale: I can conceive it is very reasonable to me that a large majority wouldn't want to join the International. I'm not asking that you put them in there. I believe sincerely that a large majority of your people don't want it.

Mr. Tyler: Do you believe they want to belong to their own union?

Mr. Langsdale: I don't think they have a darn' thing to do with it.

[fol. 5607] Mr. Langsdale: Let me ask you this Senator, I came out here to settle difficulties, but if you are going to set up an absolute obstacle that we can't control—

Mr. Reed: Would you agree, Mr. Langsdale, that these gentlemen should go down there and have a meeting and an election and determine whether or not they wanted to belong to this union.

Mr. Langsdale: Now that wouldn't mean a thing.

Mr. Hogsett: Let me ask you this, Clif, how do you suggest that if you could just move the pawn on the board of chess, how would you suggest that these employees register their choice?

Mr. Langsdale: I don't care about their choice.

Mr. Hogsett: What is your position? What is your suggestion as to the machinery, the mechanics, the method as to the registration of the choice of these people. How in hell do you suggest that they register?

Mr. Langsdale: The law provides that they shall be left alone by the employer. They shall exercise no influence over them whatever.

Mr. Hogsett: But you suggest that we must exercise some sort of coercion to force the disbandment of this employees' union.

Mr. Langsdale: Without that you try this case out. Now what do you want?

Mr. Hogsett: A permanent injunction as prayed in the bill as Point I for the plaintiffs, You want the disestablishment of the Donnelly Garment Workers Union and the reinstatement of six or seven employees. Would you concede a permanent injunction as prayed in the bill?

Mr. Langsdale: Do you mean as allowed by Collett?

[fol. 5608] Mr. Hogsett: Will you concede a permanent injunction as prayed in the plaintiffs' bill?

Mr. Langsdale: You mean that our people should not do the things that the Norris-La Guardia Act says cannot be enjoined?

Mr. Hogsett: No.

Mr. Langsdale: You have an order made by Collet, you want more than that?

Mr. Hogsett: Yes. I think the Collet order is less than we want. (Reading from the prayer of the Bill)—that is what we want.

Mr. Langsdale: Now Bob it is not only unreasonable it is inconceivable. You also realize that this case comes within the Norris-La Guardia Act. If we should arrive at an agreement I probably would advise my clients that they didn't have any right—

Mr. Hogsett: To conduct secondary boycotts?

Mr. Langsdale: I'm not so sure about that.

Mr. Hogsett: *Lowe v. Lawlor* is authority for that.

Mr. Langsdale: That is twenty years old.

Mr. Hogsett: It is still the law.

Mr. Langsdale: Have you read the recent state decisions in New York?

Mr. Hogsett: We get the same service you do and somebody in my office reads everyone that has any connection with the Donnelly case.

Mr. Langsdale: Here is what I have in mind. If we could agree that the company union could be disestablished then maybe we could agree on something, but we will not deal with this company union at all.

[fol. 5609] Mr. Hogsett: Would you like the employees to register their choice?

Mr. Langsdale: The registration already engaged in is not permitted under the law.

Mr. Ingraham: What future registration would satisfy?

Mr. Langsdale: Well, we both expect to be honest about it. We want a free and unhampered opportunity to try to organize the employees of the factory. Between you and me no free and unhampered opportunity would prevail down there, but theoretically that is what we want.

Mr. Watson: If everybody exercised a due respect for the Act—

Mr. Broderick: What rights do you claim?

Mr. Hogsett: I was trying to boil this down to get the high points stated. I don't know how the Point could ever be brought out without violation of contract and good faith.

Mr. Watson: Do you want to try it out?

Mr. Broderick: I think it can be done.

Mr. Hogsett: Over the protest of these people?

Mr. Broderick: The members down there have the right under the law, to organize without the interference by the employers. Clif stated his position—

Mr. Langsdale: Without any hampering at all or any influence at all. Speaking frankly here, I don't think you have any reason to fear the International Ladies Garment Workers Union. They think they have some opportunity and they think they may succeed. I don't think they could. That's my opinion just within these four walls. But they have a theoretical right, whether that right means anything, I personally don't think they have a chance.

[fol. 5610] Mr. Reed: What is the sense in industrial [warefare] when you sit here frankly—and it is to your credit that you admit that you can't gain anything.

Mr. Langsdale: I said it is my opinion that they can't gain anything—not the Union's.

Mr. Langsdale: Before I start anything Frank you have to drop out of the picture.

Mr. Reed: You people are out here to bring about as much as you can industrial peace. Now you are asked to enter into a long trial. To do what? To dissolve the union that Mr. Langsdale says will never come into his union.

Mr. Langsdale: I'm merely offering an opinion.

Mr. Reed: This is his opinion. You have always conceded, I think, that you couldn't get anywhere by violence.

Mr. Langsdale: Are you insinuating that I am in favor of any violence?

Mr. Reed: I am saying your clients are.

Mr. Reed: You gentlemen are supposed to be doing something that is going to get somewhere. Now if Mr. Langsdale's position was that if this union was dissolved immediately or in the near future, these people could be incorporated in his union, then there might be some use in dissolving this union. But he says I just want you to bust up a union of people who do not want to join the International. When we are through—if we bust it up—these people can go the next day and can organize another and they are going to organize another one because they want to do it. Now isn't it an absurd thing for the employees of the Federal government to come down here and where [fol. 5611] a company has fine conditions, good working hours and wages, and have a payroll here and ask to bust up a perfectly legitimate union? Now if you came in here and you examined into that factory and you found that there were bad conditions there, that these charges were true, and then you had found a company union, then these conditions could be relieved through some sort of an organization. Now we have business to attend to, we have to keep that business running to keep these people employed and I'm saying to you that I would have gotten Mrs. Reed out of that business five years ago if it hadn't been that she said I can't turn these people out. Now if the business were seriously interfered with I would tell her to quit. That is the fact. If it wasn't for one thing, she says there have been women there for twenty years, supported families, sent their children through school. Now that it is a good place to work is shown by the facts. Now are you going to say to us we are going to go down there now and coerce these people into submitting to a breach of their contract, and the next day they can hold another meeting and organize another union.

You made a statement that you want us to put the sign up in the place. I am willing to do that—you put that

thing up there to tell these people they have the right to organize.

Mr. Broderick: It may sound, the conclusions may sound, ridiculous. I can't help that. What I'm asking you is this: If we don't dispose of them this week we will have to go to trial.

[fol. 5612] Mr. Reed: Do you not remember when the question came up whether they could organize a union the next day and Mr. Fee said no, at least thirty days ought to intervene.

Mr. Broderick: If these people want to have their own organization they could do it. Tyler said he would go back there to them and recommend to them that they disestablish themselves.

Mr. Tyler: If we could reorganize immediately and be free of any further trouble.

Mr. Ingraham: Do you remember one of you said if that happens, if the union filed charges we would ignore them?

Mr. Broderick: We couldn't ignore them. We would investigate them and if the charges had foundation in fact we would proceed as we are here. Mr. Tyler asked me how to proceed with the new union and I said "If I could tell you what to do I would not only be famous I would be rich".

Mr. Langsdale: Without casting any reflections on Frank, if I find Ahner in a union, I would know it was not intended to be a good faith union. When I find Frank I don't and I won't have confidence in it.

Mr. Tyler: What I said was that if it would settle this whole thing I would be willing to go back to my people and recommend they dissolve the union provided they could organize another union and that the Board would stand back of it.

Mr. Reed: There was talk here that day that the Board could not guard us against molestation in the future and the statement was made that if this thing was done under the auspices of the Board, that the Board could take care of that situation, that the board would have the right under [fol. 5613] those circumstances, and in that talk we talked about dissolving the union.

Mr. Broderick: You people were about an inch apart.

Mr. Hogsett: In your capacity as mediator here, now if you will take over the job of seeing that these employees can register under your supervision their choice as between the International Ladies Garment Workers Union and an employees union—if you object to this particular one, then some other employees union which may be better—and if they choose the employees union, as they would 100% against Clif's organization, and if you certify that as the bargaining agent of all the employees, what happens?

Mr. Broderick: Assume that happens. That organization comes in. They file a petition. We investigate the organization. There are only certain ways that those questions may arise. If it is devoid of any employer interference or domination there is nothing we can do about that.

Mr. Hogsett: I'm not undertaking to have you speak for anyone except yourself. But can't you in your official capacity arrange now to conduct an impartial election?

Mr. Broderick: Let me tell you Mr. Tyler. You go back and recommend to them that they disestablish the union. Tell them that Mr. Broderick of the Labor Board thinks that we are a company dominated union. We don't think we are but he says we are.

[fol. 5614] Mr. Langsdale: You people never had the slightest idea that your employees needed a union until after the Supreme Court invalidated the NRA. You rush in within a few days thereafter, get Miss Todd to organize these people.

Mr. Broderick: We won't send a copy of the charges to the Garment Workers Union.

Mr. Reed: Why?

Mr. Broderick: Because the Pacific Greyhound case says they are not necessary.

Mr. Reed: Why would a hearing be refused to these 1300 people whose organization is being directly attacked. Why would anybody refuse it?

Mr. Broderick: Oh, I would mail him a copy. I do not think his clients would be entitled to be heard.

Mr. Reed: Why not?

Mr. Broderick: Because the charges are against the company, not against the union. (Everybody then talked at once about judges refusing to hear testimony, etc. at Labor hearings, and I couldn't get it).

Mr. Langsdale: I am perfectly anxious to settle both of these cases. We wouldn't be getting anywhere Senator. What my people want, regardless of my opinion, they have a right under the law to organize every employee.

Mr. Reed: Don't every other person have that right?

Mr. Langsdale: Yes.

Mr. Broderick: Are you willing to reduce what you want to writing and I will reduce what I want to writing?

[fol. 5615] Mr. Broderick: I came out here fully thinking that we could agree, but we can't.

Mr. Reed: What would you have to have before you would be ready to consider this case closed if we do the same?

Mr. Langsdale: I'm the third party.

Mr. Broderick: I assumed your position would be the same as ours.

Mr. Langsdale: Not necessarily.

Mr. Broderick: Will you post notices, will you disestablish the union, will you reinstate the eight or ten people.

(No answer).

Mr. Broderick: If you will write me your provisions, I will make you mine concurrently, Mr. Langsdale will make his, in writing. I understand the Senator wants this boycott stopped.

Mr. Reed: Well we are going to stop it pretty quick.

Mr. Broderick: Can we agree now on a time for meeting. Bob I will call you.

[fol. 5616] (N. R. A.—J. M. C. Exhibit 3.)

p. 833

MARGUERITE KEYES called as a witness on behalf of the plaintiffs, having been first duly sworn, was examined and testified as follows:

Direct examination.

By Mr. Hogsett:

Q. Please state your name to the Court?

A. Marguerite Keyes.

Q. Where do you reside?

A. Hickman Mills, Missouri.

Q. You are a married lady? A. Yes.

Q. Were you formerly employed by the Donnelly Garment Company and the Donnelly Garment Sales Company? A. Yes.

Q. In what capacity?

A. I had charge of their accounting department.

Q. For how long were you in their employ?

A. Twelve years.

Q. When did you begin in their employ?

A. In the spring of 1926.

Q. When did you leave their employ?

A. March 31, 1938.

Q. You were married at that time, were you?

A. Yes.

Q. Mrs. Keyes, as a part of your duties while in the employ of these companies did you have charge of the payroll records of those companies? A. Yes.

Q. Did you at the request of counsel for the plaintiffs produce the payroll record of the plaintiff companies for the last week preceding the date of the so-called polite letter of March 9, 1937 from the International?

A. I did.

p. 834 Q. I hand you Plaintiff's Exhibit 109 and ask if you identify that as the payroll that was produced? A. I do.

Q. When was the end of the payroll week last preceding March 9, 1937?

A. March 5, 1937.

Q. Mrs. Keyes, I should have amended that question to read, the payroll of the piece work operators. That is what you produced?

A. Yes. Mr. Hogsett, I said March 5th. Which one is this, the 9th.

Q. The letter was dated the 9th and this is the week ending March 5th.

p. 835 Q. Now, Mrs. Keyes, did you at our request at the time of the three judge hearing, which began November 1, 1937, have prepared a tabulation showing the average weekly earnings on a 40 hour basis of all piece work operators in that plant for the entire year from the week ending October 30, 1936 to the week beginning October 22, 1937? A. I did.

[fol. 5617]

Q. I hand you Plaintiffs' Exhibit 110 and ask you if that is the tabulation to which you have just referred, made by you and under your supervision?

[fol. 5619] Operators Who Work Part Time On Merchandise Selling  
For \$45.00 Per Dozen And Below, And The Other Part Of  
The Time On Merchandise Selling Above \$45.00 Per Dozen

Average Earnings Of Piece Work Operators From Week Ending October 30,

1936 To October 22, 1937

Name	Total Hours Worked	Total Money Paid	(On 40 hour basis)	
			Average Hourly Rate	Average Weekly Earnings
Soderstrand, Mable	214.00	108.56	.5073	20.29
Spahr, Anna	1602.50	863.64	.5388	21.55
Spalitto, Josephine	1137.30	715.40	.6286	25.14
Stears, Fannie	1993.50	1248.43	.6261	25.04
Storm, Minnie	2098.10	1206.86	.5752	23.01
Sutolovick, Katherine	2063.40	982.23	.4759	19.04
Tattershall, Edna	2052.50	980.41	.4776	19.10
Toler, Jewell	2042.00	1137.22	.5569	22.28
Uptegrove, Leta	2078.10	1102.60	.5306	21.22
Uto, Pearl	2048.25	1250.05	.6104	24.42
Voorhies, Emma	2082.05	1419.70	.6819	27.28
Vining, Edna	2040.50	1183.97	.5801	23.20
Wachtel, Orra	2037.10	1224.25	.601	24.04
Waes, Virginia	230.00	115.13	.5006	20.02
Wainscott, Sadie	2044.05	1011.08	.4947	19.79
Weigand, Effie	1517.25	820.81	.5411	21.64
Weilert, Bessie	1993.45	1123.86	.5636	22.54
Welch, Ruby	2057.20	1007.20	.4896	19.58
Wigton, Beulah	1061.50	555.14	.5227	20.91
Wilkey, Lucille	2002.45	1025.89	.5122	20.49
Williamson, Elsie	1509.30	756.20	.5008	20.03
Wood, Mary	2074.50	989.37	.4768	19.07
Wycoff, Lucy	2102.20	1088.43	.5178	20.71
Wytyhoski, Anna	1995.55	994.40	.498	19.92

[fol. 5620] Operators Who Work On Special Machines Whether  
They Work Exclusively On Low Priced Merchandise  
Or Part Time On Higher Priced Merchandise

Average Earnings Of Piece Work Operators From Week Ending

October 30, 1936 To October 22, 1937

Name	Total Hours Worked	Total Money Paid	(On 40 hour basis)	
			Average Hourly Rate	Average Weekly Earnings
Anderson, Bernice	2075.45	1384.13	.6667	26.67
Baldwin, Ruth Ellen	2058.50	1089.06	.5289	21.16
Barton, Ida	1982.30	945.73	.4771	19.08
Bennett, Violet	2121.20	1369.50	.6456	25.82

Blackwood, Corinne	2152.45	1162.72	5403	21.61
Bond, Beulah	2111.05	1330.60	6303	25.21
Bracy, Mable	1983.55	1349.65	6803	27.21
Bradshaw, Hazel	2034.10	1303.05	6406	25.62
Broker, Louise	2091.00	1281.29	6127	24.51
Carlson, Lena	2005.55	1702.49	8491	33.96
Carriger, Clefaday	752.25	369.53	4910	19.64
Chaney, Opal	2055.25	1119.51	3448	21.79
Chapman, Josephine	2059.30	1523.10	7397	29.59
Chowning, Hassie	2139.40	1284.62	6006	24.02
Clark, Bessie	2025.25	1246.95	6158	24.63
Clayton, Rubie	820.55	461.93	5626	22.50
Close, Ella	2056.15	1052.74	5120	20.48
Colley, Nellie	2086.00	1076.31	5160	20.64
Cooney, Olive	2148.10	1356.60	6316	25.26
Copenhagen, Geneva	1838.05	958.10	5213	20.85
Davis, Betty	2136.00	1114.67	5218	20.87
Davis, Emma	1709.00	1018.47	5059	23.84
Davis, Jessica	2120.25	1397.09	6590	26.36
Dial, Helen	1999.30	1201.03	6008	24.03
Dobbs, Opal	2068.10	1407.20	6905	27.22
Dora, Gertrude	2104.20	1157.89	5503	22.01
Douglas, Pearl	2079.20	1182.09	5685	22.74
Elston, Alpha	1654.05	1106.49	6690	26.76
Elv, Nettie	2140.20	1561.50	7297	29.19
Faye, Beatrice	1856.05	1217.13	6558	26.23
Farmer, Anna	2042.15	1122.98	5499	22.00
Feiser, Elsie	2176.50	1304.80	5904	23.98
Fisher, Zella	1948.25	1335.34	6855	27.42
[fol. 5621] Fitzwater, Cora	2022.10	1189.84	5884	23.54
Foster, Ethel	2123.10	1363.21	6421	25.68
Geer, Edna	2084.10	1203.93	5783	23.13
Gilardi, Nina	2143.55	1960.95	9150	36.60
Gordon, Lulu	2129.00	1057.21	4966	19.86
Green, Beulah	1815.05	1042.04	5741	22.96
Griggs, Clara	1361.10	775.31	5697	22.79
Halero, Mary	2131.50	1783.33	5606	22.42
Haight, Elizabeth	1382.20	866.58	6270	25.08
Harcum, Mae	2065.50	1053.18	5100	20.40
Hawks, William	2212.15	1849.67	8362	33.45
Henry, Leila	2029.50	905.69	4464	17.86
Herring, Lora	1498.10	787.27	5255	21.02
Higgins, Hazel	2054.15	1063.28	5176	20.70
Hines, Mary	1544.05	969.23	6277	25.11
Hoffsett, Gallilea	2035.20	1176.53	5781	23.12
Holloway, Elsie	2168.05	1694.72	7816	31.26
Holloway, Oma	1487.00	849.38	5712	22.85
Hollyday, Agnes	2082.35	851.92	4092	16.37
Hurdle, Beulah	2068.10	1177.38	5693	22.77
Hurley, Anna	2039.55	1091.51	5351	21.40
Hutchinson, Agnes	2071.45	1158.02	5591	22.36
James, Lutie	2064.40	1019.03	4937	19.75

Johnson, Bertie	656.40	534.64	8150	32.60
Johnston, Irma	1817.00	1089.84	5998	23.99
Jones, Elmer	1882.30	1252.99	6658	26.63
Kennedy, Ruby	2107.55	1623.34	7705	30.82
Kile, Wilma	1982.30	1060.83	5352	21.41
Koefood, Opal	1396.00	602.15	4313	17.25
Laweister, Catherine	1534.10	816.12	5320	21.28
Lawrence, Lottie	1602.15	1115.35	6962	27.85
Leavell, Martha	2037.55	1143.10	5609	22.44
Leeda, Nola	2171.55	1269.91	5847	23.39
[fol. 5622] Light, Beulah	2181.45	1385.26	6351	25.40
Loftin, Eleanor	897.40	483.25	5387	21.55
Logan, Pearl	1988.25	1270.57	6391	25.56
Lubben, Lillian	2102.30	1298.44	6177	24.71
Maggio, Alice	1364.50	568.57	4168	16.67
Maifreda, Mary	2141.55	1468.62	6856	27.42
Maxwell, Georgina Lee	2020.40	1030.23	5100	20.40
McCaulley, Lucy	1659.10	1045.83	6303	25.21
McClanahan, Roberta	1257.50	618.77	4919	19.68
McCurry, Etta Mae	2150.15	1159.26	5391	21.56
McKee, Daisy	1415.45	1047.52	7403	29.61
Mead, Dorothy	2121.55	1473.58	6944	27.78
Miller, Ruth Chaney	2062.20	1166.04	5655	22.62
Moore, Florence	2070.55	1343.82	6490	25.96
Ochier, Dorothy	1322.05	690.64	5224	20.90
Oliver, Tressie	1999.05	1066.77	5336	21.34
Orten, Lucille	1254.50	533.31	4252	17.01
Osborn, Rose	2098.00	1327.08	6325	25.30
Page, Mabel	1829.10	1091.20	5966	23.86
Pardum, Grace	1887.00	939.02	4976	19.90
Perry, Ann	1881.50	1004.14	5335	21.34
Pitts, May	2128.40	1050.39	4936	19.74
Plummer, Laura	2147.05	1250.87	5826	23.30
Quinn, Myrtle	2139.05	1429.75	6684	26.74
Reece, Anna	2014.35	980.42	4868	19.47
Reece, Mildred	1178.40	601.97	5110	20.44
Rhodes, Alice	192.40	83.34	4340	17.36
Riddle, Mary	2000.15	883.55	4417	17.67
Roberts, Daisy	1974.35	913.12	4626	18.50
Robeson, Mary	2165.45	1335.10	6167	24.67
Robinson, Beatrice	2057.15	1053.02	5119	20.48
Royce, Laura Lee	2122.55	1240.24	5844	23.38
Rudd, Mattie	1936.20	984.42	5085	20.34
Sama, Leona	2040.45	1017.00	4983	19.93
Self, Mary	1532.15	1006.55	6570	26.28
[fol. 5623] Shoptaw, Opal	2034.15	1060.88	5216	20.86
Smith, Nina	2066.30	1279.39	6192	24.77
Spielbusch, Mable	1829.40	1043.55	5706	22.82
Stark, Ada Lee	1771.25	1012.58	5717	22.87
Stark, Dale	1971.10	1217.32	6176	24.70
Steger, Brooksey	2037.45	1678.73	7750	31.00
Stevens, Lela	1874.00	994.83	5308	21.23

1410d

Stufflebean, Opal	2035.45	1415.48	6955	27.82
Stone, Elizabeth	1937.30	1042.94	5384	21.54
Taber, Sara	2103.35	1080.59	5138	20.55
Taylor, Violet	1691.45	958.60	5668	22.67
Tabor, Lillian	2064.35	1230.05	5960	23.84
Thornton, Blanche	2049.35	1021.26	4984	19.94
Velghe, Rose	2141.30	1498.19	6998	27.99
Virgo, Ann	2041.50	1093.31	5354	21.42
Warth, Mary	1982.00	1167.15	5889	23.56
Waller, Elva	1994.55	984.38	4934	19.74
Webb, Amelia	1296.00	642.92	4960	19.84
Wilde, Altha	2081.55	925.09	4443	17.77
Wilson, Martha	1592.95	824.91	5182	20.73
Winters, Susan	2036.35	1414.10	6945	27.78
Wixted, Gertrude	2104.15	1111.74	5284	21.14
Wolfskill, Jewell	1859.00	1116.45	6006	24.02
Wright, Carrie	2030.20	1025.64	5052	20.21
Yates, Augusta	2108.20	1562.34	7411	29.64
Yoder, Shirley	1868.00	791.82	4239	16.96
Zimmerman, Etta	2018.15	1233.18	6111	24.44

[fol. 5624]

Pinkers

Average Earnings Of Piece Work Operators From Week Ending  
October 30, 1936 To October 22, 1937

Name	Total	Total	(On 40 hour basis)	
	Hours Worked	Money Paid	Average Hourly Rate	Average Weekly Earnings
Pinkers				
Brewer, Hylda	2088.20	1165.82	5583	22.33
Brown, Jennie	1793.20	1279.55	7136	28.54
Carpenter, Ethel	1858.20	1097.41	5906	23.62
Chandler, Kathryn	2073.50	1422.71	6863	27.45
Dauben, Gertrude	2061.55	1130.47	5482	21.93
Davidson, Augusta	2018.25	1081.56	5360	21.44
Dean, Edith	2034.35	1383.49	6802	27.21
Eastman, Ruth	2107.55	1415.90	6716	26.86
Ehrhardt, Lena	2077.30	1667.95	8029	32.12
Ereth, Christine	1942.15	1371.93	7064	28.26
Hall, Lois	2103.35	1337.55	6359	25.44
Harralson, Julia	2085.25	1424.57	6832	27.33
Klein, Bertha	2059.25	1250.11	6071	24.28
Koll, Edith	1987.45	1015.70	5111	20.44
Little, Edwina	1957.50	1127.63	5761	23.04
Molle, Anna	2071.10	1207.43	5830	23.32
Prine, Nell	2086.20	1426.20	6836	27.34
Richardson, Gertrude	2021.05	1166.10	5770	23.08

Riddle, Mamie	2053.55	1421.25	.6921	27.68
Riegel, Ethel	2075.50	1583.45	.7629	30.52
Robinson, Louise	2092.40	1360.67	.6503	26.01
Rush, Irene	2078.40	1303.09	.6270	25.08
Schneider, Ethel	2066.00	1262.17	.6109	24.44
Stevenson, Alta	1359.00	664.41	.4889	19.56
Stites, Nellie	2119.00	1350.54	.6373	25.49
Van Gordon, Mary	1895.55	1051.84	.5549	22.20
Walton, Helen	2037.15	1260.75	.6189	24.76

[fol. 5025]

## Examiners

Average Earnings Of Piece Work Operators From Week Ending  
October 30, 1936, to October 22, 1937

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Hourly Rate	Average Weekly Earnings.
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Eighth Floor Examiners

Balding, Stella	1969.80	1048.44	.5322	21.29
Baldwin, Katherine	2009.10	1092.27	.5437	21.75
Brown, Flora	1977.20	1047.60	.53	21.20
Campbell, Elizabeth	831.00	423.78	.51	20.40
Compton, Marie	2022.45	1118.20	.5527	22.11
Hardin, Mary Alice	2002.20	1091.76	.5453	21.81
Headlee, Lillie	2020.40	1061.39	.5252	21.01
Lockwood, Fannie	2037.35	1052.50	.5164	20.66
Mace, Loretta	1968.30	1046.83	.5317	21.27
Rizner, Idella	2022.00	1130.34	.559	22.36
Shick, Billie	2061.55	970.79	.4708	18.83
Stover, Evelyn	2045.15	1161.32	.5679	22.72
Vickers, Minnie	2001.15	1058.03	.5288	21.15
Walker, Rada	2020.45	1100.18	.5444	21.78
West, Nettie	1995.30	1148.57	.5754	23.02
Winburne, Bernice	2023.40	1136.57	.5615	22.46

Balance of Examiners

Davis, Nevora	1438.20	645.89	.4492	17.97
Bartow, Nellie	1996.50	963.72	.4826	19.30
Burns, Mary	2002.55	994.59	.4966	19.86
Corder, Nattie	1699.05	699.84	.4119	16.48
Duck, Harriett	677.40	284.04	.4189	16.76
Farrell, Katherine	1914.30	826.37	.4315	17.26
Fuller, Hattie	2012.55	882.24	.4383	17.53
Gillham, Delcie	1527.35	684.45	.4479	17.92
Gosnell, Emma	1999.30	965.50	.4828	19.31
Harley, Frances	2075.05	943.16	.4545	18.18

Helm, Florence	1963.55	919.53	4682	18.73
Kelling, Erma	1906.55	877.49	4601	18.40
Lester, Gladys	2006.05	968.21	4827	19.31
McClelland, Mary	1072.30	498.64	4647	18.59
Vest, Helen	1672.05	787.06	4707	18.83
Watson, June	1818.20	803.17	4418	17.67
Webb, Glenda	1932.10	895.69	4636	18.54

[fol. 5626] Average Earnings Of Piece Work Operators From Week Ending  
October 30, 1936 To October 22, 1937

Name	Total Hours Worked	Total Money Paid	(On 40 hour basis)	
			Average Hourly Rate	Average Weekly Earnings

Section 61 (Hand Ironers)

Albano, Marie	1149.40	474.65	4127	16.51
Arvin, Julia	1969.05	990.01	5028	20.11
Bankson, Katherine	1221.15	504.28	413	16.52
Bartles, Nina	2072.15	1155.90	5579	22.32
Beil, Olive	1730.00	825.46	4771	19.06
Belcher, Florence	2081.15	1117.83	5371	21.48
Blain, Roberta	2078.50	930.36	4475	17.90
Bonen, Florence	2116.50	1109.96	5243	20.97
Bonnel, Ruth	2005.30	945.20	4712	18.85
Bozlar, Gloria	1778.25	938.29	5277	21.11
Bottoms, Cyrea	252.40	107.50	4249	17.00
Broyles, Eva	2106.30	1051.02	4986	19.95
Budelovich, Anne	2025.45	842.71	4159	16.64
Budelovich, Mary	2097.35	977.51	4659	18.64
Callowick, Iris	2037.50	898.61	4409	17.64
Callowick, Rose	2075.30	1096.87	5284	21.14
Campbell, Myrtle	1104.20	476.09	4312	17.25
Churchill, Irene	1203.20	516.40	4298	17.17
Clark, Olive	2081.10	986.95	4743	18.97
Coles, Sadie	1971.10	977.24	4958	19.83
Collins, Dorris	1643.40	800.79	4871	19.48
Cooper, Leona	2022.30	868.39	4295	17.18
Enlow, Hazel	2064.40	949.17	4596	18.38
Etherton, Bury	2072.35	1208.63	5806	23.22
Fostich, Mary	1873.00	934.90	4991	19.96
Fostich, Millie	2111.30	1210.74	5733	22.93
Frohock, Lillian	2131.55	1123.37	5269	21.08
Ganz, Louise	2089.00	1162.62	5565	22.26
Gorman, Anna	242.15	146.92	6071	24.28
Gorsuch, Tyra	2071.50	1069.75	5163	20.65
Greeley, Rose Lee	2100.50	1040.36	4952	19.81
Hamilton, Martha	1941.00	864.55	4454	17.82

[fol. 5627] Harp, Lucille	922.25	426.74	4628	18.51
Hayhurst, Beulah	1875.30	846.11	451	18.04
Heidbrink, Edith	2013.00	1147.44	57	22.80
Herndon, Freda	2061.45	1309.65	6351	25.40
Hopp, Olive	2093.35	1197.20	5717	22.87
Hoyle, Audrey	1569.45	719.02	458	18.32
Hrencher, Sarah	1474.20	614.71	417	16.68
Irby, Virginia	985.30	421.60	4278	17.11
Jones, McWayne	2044.20	1027.58	5027	20.11
Jones, Verna	1390.20	673.98	4549	19.40
Kalinich, Bessie	2113.10	1139.41	5392	21.57
Lowder, Nona	1722.45	1159.97	6732	26.93
Lumpe, Minnie	2054.30	800.24	4332	17.33
Maxwell, Bessie	1944.20	933.72	4903	19.21
McCoy, Cecil	2023.35	1597.30	7892	31.57
McCray, Alice	2072.50	967.89	4669	18.68
Mille, Ethel	1896.40	1010.45	5329	21.32
Miller, Nell	1899.20	1005.10	5293	21.17
Mowry, Avis	2031.25	1078.91	5312	21.25
Newkirk, Ruth	2072.55	1054.29	5085	20.34
Nicoll, Bertha	1007.40	426.56	4232	16.93
Nold, Catherine	2048.55	885.43	4321	17.28
Pallanich, Martha	2129.30	1002.00	4704	18.82
Pembleton, Evelyn	2090.15	1297.43	6208	24.83
Phipps, Elsie	2107.35	1019.50	4836	19.34
Richards, Anna	2058.55	1310.63	6365	25.46
Ridley, Mabel	2004.00	965.89	482	19.28
Roscoe, Ethel	2077.40	1230.62	5922	23.69
Rose, Mary	2015.55	1182.40	5965	23.46
Schroder, Doris	2054.00	1379.27	6715	26.86
Shawhan, Florence	2027.50	1162.35	5731	22.92
Shulsky, Margaret	2096.25	1370.85	6537	26.15
Smith, Cecile	1510.35	921.19	6096	24.38
Snapp, Theresa	904.25	402.78	5119	20.48
Stange, Lorene	1918.30	813.20	4238	18.95
[fol. 5628] Stewart, Myrtle	1993.25	1058.74	5313	21.25
Stillwell, Carolyn	2092.00	1118.99	5349	21.40
Stockton, Lucille	2062.55	906.41	4394	17.58
Taylor, Bessie	2061.25	1027.58	4986	19.94
Taylor, Nellie	1292.05	628.34	4863	19.45
Toenebalhn, Lillian	1984.25	1172.78	5609	22.44
Tucker, Marjorie	946.15	406.22	4294	17.18
Vincent, Margaret	2062.40	1207.93	5855	23.42
Voorhies, Edith	2095.55	1085.89	5181	20.72
Waye, Martha	2085.05	1436.30	6889	27.56
Weeks, Mamie	1719.15	1058.47	6157	24.63
Welch, Anita	2076.45	1153.59	5554	22.22

## Section 61 (Folders)

Campbell, Grace	2009.55	1037.29	5161	20.61
Clark, Helen	1347.45	576.53	4277	17.11
Donahue, Catharine	1933.25	597.73	4644	18.58

Downing, Eleanor	1763.35	825.30	4678	18.71
Elliott, Georgia	2001.15	956.49	4780	19.12
Glavenich, Sophia	1980.30	1065.71	5382	21.52
Harrison, Della	1967.05	1332.14	6772	27.09
Howard, Jewell	1527.05	824.21	5398	21.59
Lake, Effie	1998.40	1253.77	6275	25.10
Llywelyn, Nellie	1902.40	1146.42	6027	24.11
McCormick, Mildred	1872.10	1041.52	5563	22.25
Owens, Ruby	1805.30	862.68	4779	19.12
Shinpaugh, Mary	2035.50	1145.12	5627	22.51
Truders, Katherine	1937.19	1037.46	5356	21.42

## Section 61 (Miscellaneous)

Beal, Ruth	2087.40	985.97	4724	18.90
Boothe, Irene	2042.30	1093.31	5354	21.42
Broadus, Ruth	2034.55	879.65	4325	17.30
Catalina, Mary	2118.40	1005.25	4746	18.98
Caven, Violet	2084.55	932.35	4474	17.90
Craig, Dessa	2045.40	1251.16	6118	24.47
[fol. 5629] Dee, Helen	1823.40	778.10	4268	17.07
Dougan, Lorena	2120.55	1001.93	4724	18.90
Edwards, Margaret	1787.50	916.21	5124	20.50
Emerson, Thelma	2027.30	951.71	4695	18.78
Farrell, Sylvia	1017.15	495.81	4875	19.50
Freeman, Paula	2073.40	1162.32	5607	22.43
Gorman, Rose	1837.40	1204.00	6554	26.22
Harris, Ethel	449.25	214.00	4766	19.06
Harrison, Verna	2047.10	1075.28	5253	21.01
Kalick, Anna	2009.20	902.21	4491	17.96
Kever, Sophie	1999.00	1066.54	5335	21.34
Kuchko, Katherine	2036.25	1158.15	5688	22.75
Lamon, Mary	1945.45	1116.51	5737	22.95
McCord, Leona	1132.44	501.80	4433	17.73
McConkey, Doris	1313.15	678.78	5170	20.68
Morris, Magdalen	2012.40	915.85	4552	18.21
Morris, Ruth	1551.50	794.65	5123	20.49
Mudd, Anna	1905.10	830.82	4361	17.44
Patriek, Opal	1861.15	858.41	4613	18.45
Porter, Frances	298.45	131.44	4411	17.64
Redman, Glennette	1911.40	866.13	4532	18.13
Redman, Gretha	1601.35	694.60	4339	17.36
Reardon, Helen	1973.55	865.67	4388	17.55
Shane, Christine	2088.05	915.17	4383	17.53
Stewart, Nina	489.40	203.86	4169	16.68
White, Murpha	1850.20	775.50	4192	16.77

[fol. 5630]

## Miscellaneous Piece Workers

Average Earnings Of Piece Work Operators From Week EndingOctober 30, 1936 To October 27, 1937

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Hourly Rate	Average Weekly Earnings
<u>Section 811</u>				
Albright, Elayne	1370.20	613.48	4477	17.91
Allbaugh, DeSylvia	1621.40	1054.06	6503	26.01
Allison, Verna	1772.30	794.23	4482	17.93
Baggerly, Alice	1397.30	552.08	3952	15.81
Benge, Leonora	2038.05	981.25	4820	19.28
Boyer, Hazel	1855.40	1095.26	5904	23.62
Caton, Alice	1329.55	586.82	4416	17.66
Davis, Edna	1950.50	1101.11	5647	22.59
Dick, Bernice	1865.00	869.88	4664	18.66
Dunagan, Josephine	2024.40	1349.99	6522	26.09
Fries, Jennie May	1965.20	905.42	4608	18.43
Hays, Helen	1383.00	664.63	4806	19.22
Heacock, Harriet	1739.55	773.20	4475	17.90
Jones, Ethel	1879.40	994.25	5291	21.16
Krepps, Lena	1743.50	942.18	5406	21.62
Lawson, Edith	1973.35	993.17	5034	20.14
Loar, Gertrude	1687.35	769.78	4563	18.25
McGabe, Wilma	1378.25	557.12	4043	16.17
Moore, Anna	1958.10	1050.94	5367	21.47
Perew, Eva Lee	1986.05	915.05	4607	18.43
Phelps, Clare	1964.55	912.21	4645	18.58
Rehazin, Neva	2006.00	962.12	4796	19.18
Richards, Lillian	1517.20	839.28	5532	22.13
Rudy, Bessie	2171.45	1385.19	6380	25.52
Rust, Jake	1969.35	1039.62	5280	21.12
Schutte, Mary	1893.45	831.40	4392	17.57
Troutman, Edna	185.30	84.64	4575	18.30
Warren, Emma	1868.15	889.58	4759	19.04
Wilson, Edith	2049.15	1092.57	5332	21.33

[fol. 5631] 23 sheets P-16 Plaintiff's Exhibit No. 110 AMF

**Employees Including Beginners Who Work Exclusively On Merchandise  
Selling Wholesale For \$45.00 Per Dozen And Below**

**Average Earnings Of Piece Work Operators From Week Ending**

**October 30, 1936 To October 22, 1937**

(on 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Hourly Rate*	Average Weekly Earnings
<b>Section 516</b>				
Boan, Nellie	1380.10	610.75	4394	17.58
Bray, Jessie	2074.55	926.82	4468	17.87
Bybee, Mary	1989.45	909.93	4573	18.29
Canaday, Lena	1972.20	913.90	4634	18.54
Cawthorn, Sinie	2010.20	797.37	3967	15.87
Chancellor, Beulah	2055.30	927.31	4512	18.05
Crum, Lindie	2071.45	964.61	4657	18.63
Ducoulombier, Margaret	2091.40	1018.58	4870	19.48
Frye, Dorothy	2052.55	989.67	4822	19.29
Garrett, Louise	2068.00	1014.35	4905	19.62
Gates, Alice	2042.00	990.59	4704	18.82
Greenwood, Dorothy	2024.20	1094.47	5407	21.63
Gustin, Mary Ann	2083.50	1010.97	4852	19.41
Hadley, Elsie	1332.00	629.33	4725	18.90
Harper, Nell	2058.05	941.39	4574	18.30
Hartman, Anna	2040.45	1004.58	4923	19.69
Hatfield, Opal	485.00	218.38	4503	18.01
Holt, Velma	2050.45	909.67	4436	17.74
Hunter, Johanna	2080.15	979.68	471	18.84
Jones, Hazel	1908.50	973.21	5099	20.40
Kelly, Etha	2089.30	988.50	4731	18.92
Leibold, Edith	1360.15	623.45	4584	18.34
Lents, Florence	1477.50	698.45	4727	18.91
Maxfield, Opal	1983.35	979.00	4936	19.74
Molle, Teresa	2068.50	1170.07	5657	22.63
Morrow, Ruby	2012.20	959.55	4769	19.08
Osborne, Hazel	1907.55	899.34	4715	18.86
Page, Merle	1945.55	896.74	4609	18.44
Ransdall, Irene	1278.05	530.40	415	16.60
Salva, Gladys	1987.50	925.91	4659	18.64
Shiner, Grace	1295.40	558.44	4311	17.24
Tolliver, Lena	2058.05	952.97	463	18.52
Vaught, Artie	2060.50	989.73	4803	19.21
[fol. 5632] Vernon, Cora	2058.30	961.47	4671	18.68
Vogliardo, Anna	2083.00	1030.79	4949	19.80
Wallace, Juanita	1337.10	592.37	443	17.72
White, Mary	1707.30	791.86	4638	18.55
Wilson, Helen	1797.20	919.29	5115	20.46
Wittman, Irene	1498.20	705.94	4712	18.85

Section 517

Akeman, Ruth	1536.45	745.25	485	19.40
Bartell, Mamie	1953.15	1331.82	6819	27.28
Bodine, Katherine	1546.25	615.60	3981	15.92
Brooks, Margaret	1969.20	907.28	4607	18.43
Brown, Mary	1328.45	630.26	4744	18.98
Cox, Pearl	2024.30	934.40	4616	18.46
Cress, Jennie	1990.10	943.90	4741	18.96
Crewes, Anna	1353.55	676.90	5001	20.00
Dockery, Mary	1713.40	765.17	4465	17.86
Doughty, Leone	1768.35	772.96	4371	17.48
Farrell, Grace	733.30	304.99	4159	16.64
Fleeger, Bernice	1992.55	823.26	4132	16.53
Getz, Helen	1534.25	653.57	4260	17.04
Gill, Dorothy	1952.20	836.73	4221	16.88
Gleason, Virginia	2020.40	934.31	4624	18.50
Gulick, Sophie	2098.40	938.52	4473	17.89
Gunderman, Helen	2012.10	963.51	4789	19.16
Harrison, Mildred	2052.25	889.96	4337	17.35
Hayward, Irene	2023.55	1023.30	5057	20.23
Head, Deal	1483.15	689.52	4649	18.58
Horvat, Katherine	1711.25	861.30	5033	20.13
Kellogg, Hazel	1598.05	650.90	4073	16.29
Kelso, Madge	1944.15	863.72	4443	17.77
Kirk, Jean	1395.40	610.41	4439	17.76
Lafferty, Bertie	1454.55	654.88	4502	18.01
Lewis, Lorean	1868.20	939.14	5027	20.11
[fol. 5633] Melton, Fannie	1248.40	576.19	4618	15.47
Newnham, Bertha	1844.10	860.77	4668	18.67
Patrick, Nell	1993.40	924.36	4637	18.55
Pitecock, Cora	2065.45	957.97	4638	18.55
Pollock, Martha	1965.15	831.83	4233	16.93
Rawlings, Edna	1519.25	677.19	4458	17.83
Rogers, Mary	1617.35	722.91	4465	17.86
Sebastian, Dorothy	1376.40	666.18	4840	19.36
Shields, Pearl	276.50	136.19	4925	19.70
Sites, Mary	2003.00	923.32	4634	18.54
Stark, Ruby	2061.45	981.60	4762	19.05
Taylor, Margaret	1962.50	943.26	4806	19.22
Underwood, Winnie	2024.45	954.77	4716	18.86
Vidrickeon, Ruby	1410.30	644.46	4570	18.28
Wagy, Alice	1817.50	787.88	4336	17.34
Walker, Mary	2060.03	884.64	4358	17.43
Willey, Juanita	1985.10	996.81	5021	20.08
Wilson, Blanche	981.00	410.81	4188	16.75
Wright, Elsie	2034.10	970.32	4770	19.08

## Section 519

Alexander, Edith	1686.10	831.83	4933	19.73
Basham, Ida	2010.00	903.55	4495	17.98
Bechtel, Audrey	2069.40	1135.36	5486	21.94
Bennett, Pearl	2028.05	858.68	4234	16.94
Bettis, Ethel	2031.20	1059.73	5217	20.87
Bogan, Ethel	1869.50	961.62	5142	20.57
Clayburg, Susie	1777.35	803.04	4517	18.07
Cox, Opal	2001.35	1102.36	5506	22.02
Caudell, Hattie	2121.35	1005.78	474	18.96
Davidson, Ruth	1186.45	627.10	5283	21.13
Delaney, Sallie	2076.30	982.26	4729	18.92
Donovan, Hazel	2021.25	930.21	4602	18.41
Dull, Ora	2164.00	1070.91	4949	19.80
[fol. 5634] Flynn, Edna	2009.25	960.91	4783	19.13
Freed, Alice	1817.10	946.34	5208	20.83
Ffye, Opal Kelly	2052.00	1029.39	5017	20.07
Hays, Hazel	1964.10	1108.23	5643	22.57
Helms, Vivian	1545.20	711.40	4605	18.42
Jester, Augusta	1896.45	1289.07	6798	27.19
Jonas, Anna	1995.00	966.77	4846	19.38
Kent, Cassie	1473.25	631.98	429	17.16
Kline, Margaret	2028.40	1025.20	5053	20.21
Lago, Ruby	2047.30	1110.51	5422	21.69
Leavell, Dorothy	1988.20	919.73	4626	18.50
Loddell, Bernice	1579.10	798.51	5057	20.23
Miller, Aleja	2069.45	1104.45	5335	21.34
Moore, Flora	1901.00	816.90	4103	16.41
Moore, Lucinda	2093.55	1290.00	616	24.64
Schroder, Helen	1900.00	899.43	4734	18.94
Skinner, Jean	419.05	179.66	4288	17.15
Smith, Josephine	153.20	66.74	4362	17.45
South, Dimple	2040.00	1077.22	528	21.12
Sprouse, Mary	1885.45	922.19	489	19.56
Stepp, Nell	1992.45	910.48	4568	18.27
Straight, Lillian	2063.00	873.78	4235	16.94
Swisher, Blanche	1677.30	961.15	5728	22.91
Tyler, Elva	1945.40	834.47	4288	17.15
Toler, Pearl	1958.25	847.30	4327	17.31
Ward, Lucille	1976.45	910.22	4606	18.42
Willis, Myrtle	2054.00	956.71	4658	18.63

[fol. 5635] Employees Including Beginners Who Work Exclusively  
On Merchandise Selling Wholesale For \$45.00 Per Dozen And Below

Average Earnings Of Piece Work Operators From Week Ending  
October 30, 1936 To October 22, 1937

Name	(On 40 hour basis)			
	Total Hours Worked	Total Money Paid	Average Hourly Rate	Average Weekly Earnings

Section 521

Adams, Gertrude	1961.20	878.88	4482	17.93
Atkins, Caroline	2018.40	853.22	4226	16.90
Beals, Hulda	1966.25	977.92	4974	19.90
Berry, Grace	1686.25	723.60	4292	17.17
Beverburg, Ruth	1287.05	558.06	4336	17.34
Boatka, Valeria	1984.35	993.55	5005	20.02
Buck, Gladys	2044.55	1024.49	501	20.04
Cannon, Mollie	968.30	417.51	4309	17.24
Cansler, Rena	1199.00	508.60	4242	16.97
Clements, Dorothy	2009.20	849.82	423	16.92
Collins, Nina	1450.55	595.72	4108	16.43
Cuminings, Anna	1978.30	832.96	4211	16.84
Dye, Elizabeth	189.35	83.88	4438	17.75
Eubanks, Elizabeth	1976.30	852.84	4316	17.26
Gage, Minnie	2005.50	924.32	4610	18.44
Gilliland, Bessie	1426.20	596.56	4175	16.70
Glaszczak, Frances	1932.25	799.19	4137	16.55
Hanner, Versie	1982.20	1057.07	5333	21.33
Herlong, Louise	2016.30	901.64	4472	17.89
Hinckley, Ethel	1432.00	594.80	4154	16.62
Holder, Buttone	1598.35	659.58	4128	16.51
Holder, Dora	1889.10	869.26	4602	18.41
Hosey, Gladys	71.35	29.48	4094	16.38
Howe, Kathryn	1782.35	768.58	4313	17.25
Jackson, Rhoda	1995.00	888.60	4454	17.82
Johnson, Myrtie	1949.50	846.97	4343	17.37
Kitchen, Ruby	1960.20	895.03	4566	18.26
Lewis, Evelyn	1375.00	576.75	4195	16.78
May Dixie	1326.25	556.94	4200	16.80
McBee, Mae	1937.30	845.00	4362	17.45
McClurg, Carrie	2011.35	923.68	4588	18.37
McLaughlin, Chloe	1991.45	906.91	4555	18.22
McNeil, Zola	1968.30	835.89	4247	16.99
[fol. 5636] Meinke, Inez	1951.50	821.80	4210	16.84
Merriott, Velma	1998.35	835.73	4183	16.73
Shaw, Emma	2037.20	1020.73	5011	20.04
Speaker, Gladys	1980.50	920.24	4648	18.59
Tillery, Irene	1655.50	713.25	4310	17.24
Underwood, Kathleen	1896.35	799.19	4215	16.86

# 1410n

Verhulst, Mary	1346.05	626.07	4651	18.00
White, Ida	1984.30	939.00	4733	18.93
Wilson, Betty	1389.55	585.47	4215	16.86
Wilson, Gladys	2021.45	930.96	4606	18.42

## Section 523

Allen, Minnie	1976.00	939.19	4753	19.01
Benus, Blanche	1329.20	617.14	4647	18.59
Brian, Carrie	2055.40	1005.70	4893	19.57
Briner, Gladys	1939.35	1086.47	5003	22.41
Erwin, Cora	2037.25	957.83	4702	18.81
Farrell, Jennie	1990.00	1279.96	6431	25.72
Fauloner, Lena	1877.10	1067.47	5687	22.75
Fisher, Emily	1516.25	860.83	5678	22.71
Foster, Georgia	2016.55	1155.20	5727	22.91
Gfeller, Beth	1320.45	554.49	4198	16.79
Hicks, Edith	1971.50	1029.33	522	20.88
Jackson, Matilda	1993.30	992.33	4977	19.91
Kendall, Agnes	1993.05	1117.42	5607	22.43
Pfeil, Mary	1840.30	808.75	4393	17.57
Rice, Carrie	2022.30	1070.59	5295	21.18
Roberts, Myrtle	1972.00	979.22	4966	19.86
Scott, Carrie	2024.50	1081.40	534	21.36
Smith, Lorraine	2036.10	1477.05	7255	29.02
Snell, Violet	2011.45	1027.75	5108	20.43
Stacy, Marjorie	1270.50	582.91	4586	18.34
Wisdom, Audrey	2014.45	1108.29	55	22.00
Woolley, Velma	1977.40	1079.68	5458	21.81

[fol. 5637] Employees Including Beginners Who Work Exclusively  
On Merchandise Selling Wholesale For \$45.00 Per Dozen And Below

## Average Earnings Of Piece Work Operators From Week Ending

October 30, 1936 To October 22, 1937

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Hourly Rate	Average Weekly Earnings
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## Section 531

Adams, Margaret	2103.00	1591.20	7604	30.42
Alley, Ruby	1093.55	521.57	4841	19.36
Ball, Nell	1921.15	870.81	4533	18.13
Barrett, Elizabeth	2041.30	1301.33	6412	25.65
Bowersac, Mona	1907.15	971.95	5097	20.39
Brown, Iela	2018.20	1305.76	6471	25.88
Carr, Irene	1590.25	777.05	4587	19.55
Chambliss, Virgie	1534.55	1034.87	6742	26.97

Fry, Lillian	2081.25	1289.83	6198	24.79
Howard, Margaret	2025.25	1126.08	5561	22.24
Inbody, Dorothy	1969.45	1189.31	6037	24.15
Jacob, Bess	2108.30	1108.37	5255	21.02
Kelly, Jessie	2106.30	1202.28	5706	22.82
Mueller, Iva	2129.00	1070.48	5028	20.11
Nokes, Ellen	2049.30	1063.39	5187	20.75
Redona, Estelle	496.30	237.84	4786	19.14
Rencoske, Elizabeth	1963.05	1057.13	5385	21.54
Rickett, Donna	1636.50	809.67	4949	19.80
Rothgeb, Estel	2136.45	1268.24	5937	23.75
Saunders, Ardath	1944.20	907.88	4670	18.68
Slankard, Ruby	2002.15	1222.96	6109	24.44
Smith, Elsie	2067.60	1077.44	5210	20.84
Steward, Mary	2009.25	831.59	4139	16.56
Tebbe, Mildred	1022.25	433.11	4238	16.95
Walters, Lydia	1978.40	1007.19	5092	20.37
Womacks, Nettie	1527.55	662.81	4338	17.35
[fol. 5638]				
Anderson, Gladys	1841.20	905.71	4919	19.68
Apperson, Amy	2033.45	1283.66	6312	25.25
Atkinson, Catherine	1527.40	729.49	4775	19.10
Atkinson, Florence	2096.00	1351.60	6448	25.79
Austin, Gladys	1999.40	1003.41	5018	20.07
Barnes, Lois	2035.55	1137.06	5585	22.34
Beal, Jane	2037.45	1019.14	5001	20.00
Biewner, Ethel	1271.15	620.01	4877	19.51
Bilyeu, Helen	2047.15	1205.33	5888	23.55
Bingman, Ethel	2086.20	1053.36	5049	20.20
Black, Pearl	2073.50	1141.95	5506	22.02
Boan, Bessie	2061.25	1081.79	5248	20.99
Bodie, Lydia	1912.10	898.38	4698	18.79
Boor, Helen	2035.45	1040.76	5112	20.45
Bozworth, Pearl	2086.10	928.65	4451	17.80
Brands, Gladys	2007.25	994.39	4954	19.82
Brooks, Mildred	2083.50	1118.03	5366	21.46
Brown, Ora	1246.30	698.64	5605	22.42
Bryant, Bernice	2058.55	1279.80	6216	24.86
Bryson, Virginia	2018.25	1130.04	5599	22.40
Burch, Mildred	2024.20	960.36	4745	18.98
Burns, Patricia	2040.05	1035.67	5077	20.31
Cahall, Marie	2022.05	1207.91	5974	23.90
Cameron, Edith	1885.35	937.77	4972	19.89
Campbell, Rose	1809.50	918.46	5074	20.30
Carlson, Mamie	2026.05	1038.21	5124	20.50
Clark, Sue	2050.55	1160.18	5657	22.63
Cline, Lela	2043.25	866.45	4828	19.31
Copenhaver, Maude	2092.20	1288.89	6161	24.64
Corum, Eunice	1680.20	546.93	5064	20.26
Cotten, Nora	2008.00	1102.72	5492	21.97
Cox, Mary	2049.40	1040.84	5077	20.31
Cozad, Eva	1933.00	1053.88	5452	21.81
Dare, Virginia	1936.10	982.91	5077	20.31

[fol. 5639] Davidson, Ina	229.15	114.62	5005	20.02
Davis, Lynn	2090.45	1311.23	6271	25.08
Dheanens, Betty	1500.10	841.06	5607	22.43
Dietz, Dorothy	1991.45	1015.53	5098	20.39
Donnelly, Helen	1778.15	909.86	5117	20.47
Doyle, Gertrude	2084.00	1283.86	6161	24.64
Dunlap, Grace	2009.40	1143.47	5445	21.78
Engle, Inez	2093.10	1125.47	5377	21.51
Evans, Lucy	2022.30	958.35	4737	18.95
Everly, Mary	2039.30	956.79	4692	18.77
Fain, Carrie	1382.45	682.48	4937	19.75
Fields, Pearl	2012.00	1114.02	5537	22.15
Fowler, Eva	2066.50	1181.26	5716	22.86
Gardner, Elva	2085.35	1335.01	6402	25.61
Gordon, Viola	2050.30	1349.40	6581	26.32
Griffith, Betty	2016.25	996.48	4942	19.77
Griffith, Polly	2037.55	1120.63	5500	22.00
Haase, Martha	2041.35	1001.06	4904	19.62
Hall, Pearl	2068.40	1022.34	4943	19.77
Halliday, Opal	2083.30	1073.74	5134	20.62
Hamilton, Grace	2049.00	1034.41	5048	20.19
Hansen, Emma	485.10	252.84	5212	20.85
Hanson, Laura	1766.25	892.17	5051	20.20
Harbison, Beulah	2050.00	1101.34	5372	21.49
Hardman, Hazel	2052.30	1034.38	5040	20.16
Hardsaw, Katherine	2062.05	1126.52	5463	21.85
Harris, Emma	2079.35	1130.83	5438	21.75
Hemme, Zella	2050.05	987.48	4815	19.26
Hershey, Tessie	2039.10	1007.27	4940	19.76
Hills, Laura	2023.45	1073.53	5305	21.22
Hinkle, Alta	2048.05	1074.95	5248	20.99
Hogan, Pearl	2044.10	1386.69	6784	27.14
Horak, Dessie	2122.15	1346.94	6347	25.39
Horde, Mildred	1900.10	922.87	4857	19.43
[fol. 5640] Howard, Adaline	2109.05	1109.43	5260	21.04
Huffaker, Thelma	2091.20	1042.34	4984	19.94
Hull, Bernice	1875.05	956.37	5098	20.39
Hundley, Cordia	2022.55	1097.79	5428	21.71
Hunter, Margaret	2024.00	1072.94	5297	21.19
Ihle, Millie	2049.45	982.02	4792	19.17
Ingold, May	2087.00	1003.74	4809	19.24
Jamison, Marie	1418.45	955.06	6733	26.93
Jewett, Ola	2009.30	990.61	4920	19.72
Johnson, Lorene	1911.00	1046.86	5478	21.91
Johnson, Nora	2047.30	1067.31	5212	20.85
Jones, Mynie	2021.05	1228.71	6060	24.32
Kahmann, Margaret	2076.00	1023.83	4932	19.73
Kammer, Pauline	2017.20	967.81	4748	18.99
Keidel, Myrtle	1346.50	678.21	5037	20.15
Kesinger, Lois	1988.05	1097.80	5522	22.09
Kilby, Daisy	1998.00	1025.31	5132	20.53
Knight, Patricia	2037.40	965.74	4740	18.96

Knox, Wilma	1658.45	808.64	4876	19.50
Kruger, Mary	2017.40	1021.44	5063	20.25
Kuhn, Martha	2075.15	1085.39	523	20.92
Lantz, Ola	346.15	185.02	5345	21.38
Leger, Margaret	2068.40	1275.49	6167	24.67
Liberman, Eva	2046.50	1148.33	5611	22.44
Lilly, Thelma	1976.25	976.95	4943	19.77
Litten, Iris	2049.00	1157.17	5647	22.59
Livesay, Edith	2086.00	1235.07	5921	23.68
Mahoney, Roma	1603.55	802.89	5007	20.03
Martin, Blanche	2050.50	1154.73	5631	22.52
Mattox, Dora	2074.20	1136.91	5492	21.97
Mauk, Ida	2043.05	1253.21	6134	24.54
Maxwell, Ethel	2044.40	1031.99	5048	20.19
McBride, Ruth	2004.25	979.97	4889	19.56
McKown, Esther [fol. 5641]	2052.10	1059.47	5163	20.65
McQuiston, Naomi	2041.50	1041.81	5103	20.41
Meuwissen, Florence	2026.45	1208.58	5964	23.86
Miller, Tibitha	1992.20	1089.74	547	21.88
Moore, Leona	2027.00	977.86	4824	19.30
Mumford, Boyd	1976.55	1181.98	598	23.92
Murphy, Alma	2006.20	1186.19	5907	23.63
Murray, Ann	2068.50	1009.13	4879	19.52
Myers, Fern	2037.05	1158.58	5688	22.75
Nichols, Josephine	2012.30	1060.13	5268	21.07
Nichols, Louise	1970.05	1014.55	515	20.60
Noll, Ruth	2075.05	1262.04	6082	24.33
Ormsby, Sallie	2078.05	1117.63	5378	21.51
Otis, Dolly	2073.15	1303.85	6289	25.16
Pavich, Angeline	1473.30	726.91	4934	19.74
Perkins, Beulah	1812.10	880.59	4859	19.44
Perry, Laura	2099.35	1029.73	4928	19.71
Phillips, Lydia	2009.40	1228.72	6115	24.46
Plattner, Regina	1618.20	835.95	5166	20.66
Plummer, Bessie	1116.55	542.52	4859	19.44
Proctor, May	2067.35	6249.97	6041	24.16
Pitman, Ruth	1363.35	697.57	5117	20.47
Raines, Cora	2055.50	1092.39	5314	21.26
Raines, Emilea	2013.30	1199.78	5959	23.84
Renner, Orpha	2045.25	1086.81	5314	21.26
Richardson, Marie	2046.25	1033.71	5052	20.21
Richardson, Opal	2090.05	1002.90	4798	19.19
Riggs, Dorothy	2034.40	1123.69	5523	22.09
Ross, Irene	2079.00	1101.63	5299	21.20
Rudd, Gladys	1808.55	742.00	4917	19.67
Sauke, Sarah Idella	2088.30	1304.24	6243	24.97
Schweiger, Freda	1636.40	773.83	4727	18.91
Shearer, Edith	2090.10	1331.67	6371	25.48
Shipman, Elsie	2045.10	1345.68	658	26.32
Simmons, Opal	2064.10	1260.50	6167	24.43

[fol. 5642] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total Hours Worked	(On 40 hour basis)	
		Total Money Paid	Average Weekly Earnings
<u>Section 519</u>			
Bechtel, Audrey	1867.45	1110.52	23.78
Bettis, Ethel	1822.30	1048.84	23.02
Bogan, Ethel	1716.10	1009.50	23.53
Clayburg, Susie	1874.35	1083.78	23.12
Cox, Opal	1759.55	1144.92	26.02
Modrell, Maudia	1676.15	1008.66	24.07
Frye, Opal Kelly	1793.25	1017.80	22.70
Helms, Vivian	1916.00	1182.49	24.69
Jester, Augusta	1051.00	796.47	30.31
Lobdell, Bernice	1966.40	1112.90	22.64
Miller, Aleta	1952.10	1208.95	24.77
Moore, Flora	1801.25	1089.13	24.48
Moore, Lucinda	1660.05	1028.28	24.78
South, Dimple	1918.35	1123.33	23.42
Swisher, Blanche	1822.15	1026.15	22.52
Ward, Lucille	1916.15	1083.53	22.62
Alexander, Edith	1926.30	1041.44	21.62
Cauviel, Battie	1910.50	979.93	20.51
Davidson, Ruth	1847.00	998.57	21.62
Donovan, Hazel	1887.40	1003.66	21.27
Dull, Ora	1900.10	1025.10	21.58
Flynn, Edna	1903.45	1058.72	22.24
Freed, Alice	1695.55	923.09	21.77
Hays, Hazel	1336.50	768.96	23.01
Jonas, Anna	1884.00	1042.33	22.13
Kline, Margaret	1902.05	1036.19	21.58
Lago, Ruby	1864.20	1018.98	21.86
Leavell, Dorothy	1710.35	934.43	21.85
Schroder, Helen	376.00	196.77	20.93
[fol. 5643] Smith, Josephine	1662.55	877.61	21.11
Sprouse, Mary	1906.50	1054.03	22.11
Stepp, Nell	1460.55	802.76	21.98
Tyler, Elva	1861.10	975.34	20.96
Toler, Pearl	1851.10	999.48	21.60
Willis, Myrtle	1896.30	973.36	20.53
Everette, Ethel	1392.05	738.19	21.21
McDonald, Oma	1251.10	660.09	21.10
Basham, Ida	1879.20	920.14	19.58
Bennett, Pearl	1896.15	920.18	19.41
Delaney, Sallie	1916.40	948.93	19.80
Kent, Cassie	1872.10	883.13	18.87
Skinner, Jean	384.00	169.93	17.70

Straight, Lillian	320.00	145.99	18.25
Engle, Charlottie	1402.15	673.24	19.20
Kaberline, Augusta	1445.25	706.23	19.54
Toler, Estelle	1326.20	583.67	17.60

[fol. 5644] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total Hours Worked	(On 40 hour basis)	
		Total Money Paid	Average Weekly Earnings

Section 521

Buck, Gladys	1864.05	1108.28	23.78
Herlong, Louise	1833.25	1048.43	22.87
McLaughlin, Chloe	1697.40	964.20	22.72
Shaw, Emma	1792.50	1012.90	22.60
Verhulst, Mary	1946.10	1146.32	23.56
Fromholtz, Elizabeth	1264.15	740.87	23.44
Adams, Gertrude	1760.30	883.04	20.06
Beals, Hulda	1923.25	1041.62	21.66
Boatka, Valeria	1862.35	979.90	21.04
Gage, Minnie	1876.50	994.36	21.19
Holder, Dora	1825.15	951.87	20.86
Kitchen, Ruby	1909.35	987.48	20.68
McClurg, Carrie	1764.30	913.72	20.71
Belan, Anne	1502.25	798.01	21.24
Speaker, Gladys	1856.05	981.37	21.15
White, Ida	1844.10	1004.35	21.78
Wilson, Gladys	1808.50	961.74	21.27
Lowe, Mildred	825.20	415.73	20.15
King, Venita	679.00	347.02	20.44
Coates, Bessie	304.20	158.04	20.77
Atkins, Caroline	1863.35	873.82	18.76
Berry, Grace	1807.55	837.07	18.52
Gannon, Mollie	1119.20	501.10	17.91
Canaler, Rena	1525.50	711.76	18.66
Clements, Dorothy	1790.00	856.99	19.15
Collins, Nina	1828.05	850.31	18.60
Cummings, Anna	1828.10	828.17	18.12
Dye, Elizabeth	1493.15	690.63	18.23
Eubanks, Elizabeth	1800.20	822.63	18.28
Gilliland, Bessie	1809.15	877.71	19.40
Glaszczak, Frances	1286.10	585.54	18.21
Kinckloy, Ethel	1553.20	695.83	17.92
Holder, Buttone	1850.35	887.81	19.19
[fol. 5645] Hosey, Gladys	1243.40	580.02	18.66
Howe, Kathryn	1462.05	720.18	19.70

Jackson, Rhoda	1851.50	888.38	19.19
Lewis, Evelyn	1484.40	668.24	18.00
May Dixie	1844.25	867.60	18.81
McBee, Mae	949.00	157.62	18.06
McNeil, Zola	1840.25	876.91	19.06
Meinke, Inez	1777.10	808.97	18.21
Merriott, Velma	1753.10	796.57	18.18
Tillery, Irene	1834.05	805.03	19.52
Wilson, Betty	1025.15	522.17	20.37
Coles, Goldie	663.40	312.16	18.81
Fbuntain, Anna	1202.20	618.91	19.61
Hendrix, Grace	1177.30	588.03	19.98
Sinnett, Marjorie	956.00	454.13	19.00
Snare, Mildred	1244.35	603.28	19.39
Yount, Emma	718.30	339.26	18.89
Fritz, Lora	744.35	337.39	18.12
McDermott, Erma	64.40	29.66	18.34
Beverburg, Ruth	326.40	146.81	17.97
Hanner, Versie	1299.45	809.05	24.00
Johnson, Myrtle	1783.55	793.54	17.79
Underwood, Kathleen	859.35	370.60	17.24
Briscoe, Grace	961.30	396.54	16.50
Box, Dorothy	971.10	418.46	17.98
Coyts, Ruth	904.35	316.72	17.98
Kavanaugh, Maurine	744.00	326.03	17.53
Mercier, Mary Louise	920.50	413.38	17.96
Jaskinia, Marie	1414.50	623.10	17.62
Stiles, Beasie	715.00	319.18	17.86
Gray, Nova	713.05	302.70	16.98
Kramer, Esther	860.05	361.78	16.65
Weber, Lucille	556.55	229.69	16.50
[fol. 5646] Beals, Merle	190.00	78.35	16.50
Haven, Mabel	191.15	78.88	16.50
English, Sarah Greer	107.30	44.32	16.50
King, Lois	692.55	296.46	17.11
Williams, Grace	567.40	234.19	16.50
Diebold, Helen	888.25	163.61	16.55
Hamby, Iola	838.50	398.69	19.02
Joy, Laura	823.45	346.53	16.53
Kinne, Mary	1194.00	522.25	17.50
Lee, Inez	900.25	391.39	17.39
Morlang, Edna	1721.40	797.13	18.52
Shepherd, Anna	857.50	361.23	16.84
Scammahorn, Della	912.25	409.36	17.95
Vernor, Eva	964.20	408.62	16.95

[fol. 5647] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Weekly Earnings
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Section 523

Brian, Carrie	1880.20	1065.53	22.67
Farrell, Jennie	1879.30	1298.43	27.63
Fauloner, Lena	1769.00	1069.27	24.18
Fisher, Emily	1852.25	1182.37	25.53
Foster, Georgia	1881.10	1114.82	23.70
Kendall, Agnes	1897.30	1099.57	23.18
Pfeil, Mary	1851.15	1074.68	23.22
Scott, Carrie	1844.45	1038.25	22.51
Smith, Lorraine	1824.15	1429.31	31.34
Wisdom, Audrey	1799.30	1081.89	24.05
Woolley, Velma	1498.45	989.69	26.41
Campbell, Iva	1154.55	687.12	23.80
Allen, Minnie	1853.30	964.94	20.82
Benus, Blanche	1830.15	964.41	21.08
Briner, Gladys	1668.55	930.92	22.31
Erwin, Cora	1907.20	986.14	20.65
Hicks, Edith	1890.05	987.62	20.90
Jackson, Matilda	1897.45	1022.48	21.55
Rice, Carrie	1819.25	990.19	21.77
Roberts, Myrtle	1290.05	685.68	21.26
Snell, Violet	1751.20	962.84	21.99
Stacy, Marjorie	1807.45	903.71	20.00
Grier, Carolyn	814.10	437.30	21.48
Welty, Lorene	744.55	407.34	21.87
Jones, Jewell	638.05	280.07	17.56
Comers, Sadie	740.45	348.87	18.84
Brazeal, Angie	1052.05	474.96	18.06
Gravino, Lena	922.05	405.98	17.61
Greaves, Gertrude	755.10	328.96	17.42
Meyers, Loretta	1013.15	455.66	17.99
Phillips, Bess	623.15	279.66	17.95
Gfeller, Beth	1749.45	840.07	19.20
[fol. 5648] Bellman, Peggy	363.35	154.96	17.05
Bullock, Nannie Lee	925.05	389.43	16.84
Brooks, Virginia	295.30	124.12	16.80
Apprill, Doris	440.30	182.49	16.57
Hermanson, Montie	130.30	54.81	16.80
Hillbrand, Laura	223.20	93.89	16.82
Hoegler, Hazel	106.00	43.72	16.50
Hovis, Panay	716.50	321.09	17.92
Kelley, Madoline	354.50	146.30	16.50
Angold, Helen	147.10	60.72	16.50

Beck, Vera	370.50	157.46	17.00
Benton, Julia	348.50	143.90	16.51
Draine, Margaret	338.00	139.38	16.50
Guerera, Clara	165.45	68.37	16.50
Gourley, Ethel	180.25	74.41	16.50
Knauer, Helen	398.20	164.26	16.50
Kelly, Katherine	539.45	223.02	16.53
Keeney, Leona	777.35	327.37	16.84
Lewis, Beatrice	391.05	162.27	16.60
Merritt, Christine	541.00	239.84	17.73
Mauldin, Letha	354.25	146.20	16.50
McLelland, Lillian	349.30	144.17	16.50
Palmer, Myrtle	390.20	160.99	16.50
Pease, Clema	406.00	167.46	16.50
Payton, Margaret	390.15	160.95	16.50
Plunk, Mabel	308.30	127.24	16.50
Shaw, Rena J.	150.45	62.79	16.66
Stearns, Emma Lou	380.15	156.84	16.50
Thrift, Bessie	380.10	156.87	16.50
Thiemann, Regina	399.20	164.68	16.50
Walton, Blanche	312.40	128.97	16.50
Waldman, Genevieve	344.00	141.88	16.50
Zawadny, Josephine	192.00	80.12	16.69
Williams, Edith	404.00	166.65	16.50
[fol. 5649] Beatty, Imogene	755.30	329.45	17.44
Callahan, Josephine	251.30	106.35	16.92
Ellis, Anna	413.30	196.24	18.98
Parks, June	1075.50	451.82	16.80
Rigdon, Keturah	253.50	122.73	19.34
Siskey, Dorothy	397.30	168.93	17.00
Zawaske, Frances	1046.30	465.40	17.79
Long, Clara	943.30	437.86	18.56
Ranney, Mary Katherine	841.40	375.10	17.82
Christian, Hazel	616.45	328.42	21.30
Comstock, Ellen	659.30	398.15	24.15
Fisk, Minnie	562.	336.70	23.96
Pflumm, Catherine	103.	63.92	25.99
Smith, Dorothy	517.25	250.54	19.36
Ward, Gladys	350.10	183.44	20.95
Atkinson, Allene Farris	637.10	265.70	16.68
Badger, Verl	588.25	275.57	18.73
Marrs, Marguerite	143.30	68.98	19.22
Muehlberger, Carolyn Copowycz	769.45	326.86	16.98
Ireland, Carrie	559.20	230.66	16.50
Robinson, Ethelyn	919.30	507.31	22.07
Rabuse, Kate	841.50	391.73	18.61
Rockhold, Lavaughn	495.00	273.33	22.09
Stucker, Louise	546.10	237.81	17.42
Scaggs, Ola	347.15	146.03	16.82
Smith, Filice	715.40	303.80	16.95
Uzzell, Ruby	493.50	203.72	16.50
Newbey, Eva	118.45	49.58	16.60

1410w

Turner, Ruth	363.20	163.23	17.97
Allen, Margaret	321.35	159.25	19.81
Brown, Myrtle	512.45	214.29	16.72
Biggs, Margaret	456.10	198.36	17.39
Cooper, Mary Lou	449.05	185.17	16.50
Cook, Mary Sue	254.15	104.86	16.50
Cook, Mary	492.25	203.15	16.50
Cook, Lena	496.35	219.44	17.68
[fol. 5650] Christian, Minnie	358.30	153.08	17.08
Chouckas, Eva	570.	235.12	16.50
Carroll, Marie	535.40	220.92	16.50
Evans, Marie	1120.50	607.61	21.68
Edwards, Ruth	537.45	221.78	16.50
Lassiter, Marvie	103.45	42.80	16.50
Mannino, Frances	161.	66.99	16.64
Milby, Cleal	195.	82.35	16.89
Miller, Velma	350.25	153.09	17.48
Mueller, Clair	291.30	121.36	16.65
Payne, Anna	542.30	228.77	16.87
Patton, Luella	565.30	233.26	16.50
Reed, Verna	873.35	378.32	17.32
Richardson, Etta	539.50	222.59	16.50
Sampsel, Wilma	572.	235.95	16.50
Scovill, Hazel Edie	512.30	226.58	17.68
Stahl, Catherine	540.35	222.97	16.50
Taylor, Birdie	225.00	94.26	16.76
Turner, Margaret	1298.45	552.11	17.00
Turk, Louise	553.40	251.06	18.14
Vidmar, Agnes	510.	210.33	16.50
Leist, Faye	479.25	203.82	17.00
Throckmorton, Helen	227.00	100.25	17.66
Laird, Helen	199.05	86.89	17.46
Foster, Mildred	190.55	84.72	17.75
Franklin, Edna	167.50	93.61	22.30
Pierce, Frances	188.45	82.25	17.42
Haskins, Alma	1119.45	618.20	22.08
Hutchison, Mary	666.10	310.81	18.66
Reiman, Alee	1131.10	661.11	23.38
Skinner, Jean	623.10	276.37	17.74
Cook, Hazel	165.	68.90	16.70
Dishong, Margaret	486.45	244.72	20.11
DuPage, Mary	1256.	541.55	17.25
Geary, Vivian	275.30	116.69	16.94
Grossman, Goldie	1013.10	435.59	17.20
Hale, Violet	539.15	227.84	16.90
[fol. 5651] Cunningham, Veta	426.15	191.39	17.96
Cleveland, Anna	318.50	171.34	21.49
Davis, Lena	460.40	191.18	16.60
Diesko, Mary Agnes	918.10	430.85	18.76
Dodig, Daisy	420.00	173.23	16.50
Durham, Edna	159.40	65.86	16.50
Eggleson, Maude	419.40	174.18	16.60

Etzel, Margaret	421.00	173.67	16.50
Frank, Juanita	182.00	76.39	16.79
Fraser, Ann	538.15	227.26	16.89
Gold, Evelyn	195.15	82.57	16.92
Gehrke, Minnie	476.05	196.99	16.55
Gould, Oral	487.00	200.88	16.50
Heine, Katherine	202.05	83.35	16.50
Jones, Etta	378.45	162.16	17.12
Knapp, Evelyn	364.30	150.30	16.50
Lockwood, Ellen	464.55	198.93	17.12
Lane, Jessie	498.55	210.84	16.90
Marquis, Ethel	431.10	177.83	16.50
Mallett, Rosamond	330.55	137.99	16.68
Melton, Frances	454.40	273.96	24.10
Matheny, Edna	467.30	192.83	16.50
Parsons, Neva	419.40	173.92	16.58
Netherton, Eva	487.00	210.56	17.30
Rush, Alice	455.15	188.26	16.54
Shreve, Estella	216.55	89.50	16.50
Short, Peggy	462.30	194.24	16.80
Sharp, Helen	460.30	192.56	16.73
Seigler, Mary	234.00	96.49	16.50
Sprague, Katheryn	843.00	380.29	18.04
Straube, Grace	421.20	173.74	16.50
Taddieker, Alma	195.40	80.74	16.50
Sutulovich, Mary	742.15	329.59	17.76
Walz, Catherine	442.15	182.43	16.50
[fol. 5652], Johnson, Fathe	267.15	112.04	16.77
Juelich, Opal	311.35	137.72	17.68
Kester, Lucy	171.45	72.82	16.95
Martin, Raydene	333.	140.26	16.85
Mitchell, Margaret	442.35	200.53	18.12
Murkin, Winifred	143.45	60.90	16.94
Parmenter, Loretta	1662.50	758.91	18.26
Rawdon, Nesa Miller	614.35	288.05	18.75
Stodgell, Martha	85.45	35.32	16.53
Stewart, Elizabeth	1460.05	759.14	20.80
Suess, Inez	489.00	213.25	17.44
Winningham, Virginia	349.46	149.21	17.07
Burns, Nell	708.10	350.58	19.80
Coulter, Dewey	514.40	299.08	23.24
Pack, Jenniebell	212.30	91.74	17.27
Poql, Maurine	634.50	319.52	20.13
Reynolds, Zora	373.25	196.04	21.00
Viscek, Mary	652.20	279.18	17.12
Winfrey, Lillian	431.30	178.00	16.50
Weddle, Lillian	482.15	178.25	16.50

[fol. 5653] Average Earnings Of Piece Work-Operators From Week Ending  
October 29, 1937 To October 21, 1938

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Weekly Earnings
<u>Eighth Floor Examiners</u>			
Balding, Stella	1887.05	1099.74	23.31
Baldwin, Katherine	1963.15	1118.79	22.80
Brown, Flora	1879.40	1075.85	22.90
Campbell, Elizabeth	1647.15	925.48	22.47
Compton, Marie	1965.35	1113.98	22.67
Hardin, Mary Alice	1939.05	1104.22	22.78
Headlee, Lillie	332.00	173.88	21.55
Lockwood, Fannie	1921.35	1080.81	22.50
Mace, Loretta	1884.35	1067.24	22.65
Rumer, Idella	1951.45	1131.10	23.18
Shick, Billie	383.45	199.88	20.84
Stover, Evelyn	1908.05	1119.13	23.46
Vickers, Minnie	1836.05	1044.63	22.76
Walker, Rada	1912.50	1140.00	23.84
West, Nettie	1939.25	1113.58	22.97
Winburne, Bernice	1931.45	1125.77	23.36

Balance of Examiners

Davis, Nevora	2018.05	968.14	19.19
Bartow, Nellie	1917.55	975.82	20.35
Burns, Mary	1931.20	963.88	19.96
Corder, Hattie	1915.	950.09	19.84
Duck, Harriett	1919.30	849.88	17.71
Farrell, Katherine	1934.55	959.19	19.83
Fulter, Hattie	1862.20	915.91	19.67
Gillham, Delcie	1930.15	942.89	19.54
Gosnell, Emma	1932.40	989.02	20.47
Harley, Frances	1924.20	1017.20	21.14
Helm, Florence	1910.20	941.92	19.72
Kelling, Erma	1850.30	958.12	20.71
Lester, Gladys	1950.30	968.44	19.86
McClelland, Mary	1534.50	756.24	19.71
Vest, Helen	1912.10	1025.56	21.45
Watson, June	1675.25	867.62	20.72
Webb, Glenda	1563.15	805.13	20.60
[fol. 5654] McKinney, Stella	1719.10	990.88	23.06
Taylor, Flora	1802.05	1077.07	23.91
York, Cordia	1348.45	734.30	21.78
Jessup, Ruth	1441.55	762.47	21.15
Hinson, Agnes	1211.00	580.74	19.18
Bandel, Gladys McCoy	1233.05	538.91	17.48
Broman, Lucy	771.00	476.85	24.74
Snedden, Mary	441.55	254.05	22.99

[fol. 5655] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total Hours Worked	(On 40 hours basis)	
		Total Money Paid	Average Weekly Earnings
<u>Section 811</u>			
Albright, Elayne	192.45	84.63	17.56
Allbaugh, DeSylvia	1822.30	1170.37	25.68
Allison, Verna	1537.25	779.38	20.28
Baggerly, Alice	1891.00	835.05	17.66
Benge, Leonora	1889.15	991.58	21.00
Boyer, Hazel	1518.50	1069.96	27.67
Caton, Alice	1659.30	746.19	17.98
Davis, Edna	1346.00	803.34	23.87
Dick, Bernice	1509.35	788.47	20.89
Dunagan, Josephine	1857.45	979.58	21.09
Friez, Jennie May	1850.00	920.06	19.89
Hays, Helen	1417.45	719.60	20.30
Heacock, Harriet	921.55	431.25	18.71
Jones, Ethel	1825.10	906.41	19.86
Krepps, Lena	1526.10	1008.28	26.43
Lawson, Edith	1210.10	631.10	20.86
Loar, Gertrude	1876.20	901.46	19.22
McCabe, Wilma	329.00	147.07	17.88
Moore, Anna	1616.00	868.55	21.50
Perew, Eva Lee	1707.35	887.24	20.78
Phelps, Clare	1888.45	954.01	20.20
Reasin, Neva	1767.45	849.26	19.22
Richards, Lillian	2060.15	1245.81	24.19
Rudy, Bessie	2116.30	1470.31	27.79
Rust, Jake	1806.55	1047.10	23.18
Schutte, Mary	1546.00	850.03	21.99
Troutman, Edna	1347.25	665.53	19.76
Warren, Emma	1837.15	989.82	21.55
Wilson, Edith	2116.30	1400.61	26.48
Avice, Charlotte	1855.55	859.71	18.53
Colley, Laura	2053.55	1372.34	26.73
Edwards, Anna	1234.15	544.82	17.66
Kempton, Grace	1607.40	754.45	18.77
Stevens, May	1703.45	896.56	21.05
Vogts, Aileen	1923.15	939.51	19.54
[fol. 5656] Craddock, Nell	1337.25	596.36	17.83
Gravina, Marie	902.10	396.72	17.59
Hiale, Reba	1169.15	499.87	17.10
Horrocks, Lorene	873.50	491.46	22.50
Kelley, Beulah	1141.05	488.30	17.12
Lennon, Agnes	1178.00	505.27	17.16
Pritchett, Louise	1013.35	453.37	17.80
Thieme, Johanna	1306.10	562.51	17.22
Vanderhoof, Lena	1461.20	653.79	17.90
Witten, Nora	930.35	388.02	16.68

[fol. 5657] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Weekly Earnings
<u>Section 61 Hand Ironers</u>			
Arvin, Julia	1724.20	1113.49	25.83
Bartles, Nona	1837.20	1180.99	25.71
Bones, Florence	1981.15	1369.48	27.65
Bosler, Gloria	1805.05	1201.59	26.62
Broyles, Eva	1871.55	1294.32	27.66
Etherton, Bury	1948.30	1392.57	28.58
Fostich, Millie	1879.55	1256.78	26.74
Ganz, Louise	1967.55	1314.24	26.71
Gorman, Anna	1889.30	1240.42	26.26
Edwards, Verna	1698.50	1114.41	26.24
Herndon, Freda	1922.50	1456.16	30.29
Hopp, Olive	1896.40	1324.24	27.98
Jones, McWayne	1804.20	1212.89	26.89
Lowder, Nona	1832.00	1530.19	33.41
McCoy, Cecil	1539.35	1439.09	37.39
Miller, Nell	1907.00	1495.65	31.37
Pembleton, Evelyn	1866.55	1451.82	31.10
Richards, Anna	1888.00	1512.91	32.05
Rose, Mary	1867.40	1325.90	28.40
Schroder, Doris	1421.30	1159.33	32.62
Shawhan, Florence	1893.45	1221.08	25.79
Shulsky, Margaret	1794.10	1613.54	35.97
Smith, Cecile	1825.15	1262.50	27.67
Vincent, Margaret	1575.35	1098.00	27.88
Voorhies, Edith	1914.40	1339.00	27.97
Waye, Martha	1840.25	1486.03	32.30
Weeks, Mamie	1850.45	1336.71	28.89
Welch, Anita	1905.50	1197.30	26.52
Beil, Olive	1403.05	799.41	22.79
Belcher, Florence	1945.85	1205.24	24.78
Bonnel, Ruth	1870.35	1173.04	25.08
Callowick, Iris	1899.55	1210.91	25.49
Callowick, Rose	1690.35	1064.93	25.20
[fol. 5658] Coles, Sadie	1791.35	1013.02	22.62
Collins, Dorris	1963.25	1170.53	23.84
Enlow, Hazel	1971.45	1152.88	23.38
Fostich, Mary	1906.05	1068.07	22.83
Frohoek, Lillian	1995.05	1219.80	24.46
Gorsuch, Tyra	1763.25	1081.02	24.52
Greeley, Rose Lee	1839.50	1041.45	22.64
Hamilton, Martha	1927.40	1139.30	23.64
Harp, Lucille	1864.05	1073.58	23.04

Heidbrink, Edith	1798.50	1123.23	24.98
Hoyle, Audrey	1950.05	1163.87	23.87
Jones, Verna	1885.55	1185.51	25.15
Maxwell, Bessie	1629.35	967.97	23.76
McCray, Alice	1971.15	1114.80	22.62
Mills, Ethel	1851.50	1055.86	22.81
Mowry, Avis	1894.00	1210.88	25.57
Newkirk, Ruth	1901.00	1164.44	24.50
Phipps, Elsie	1914.20	1214.45	25.38
Ridley, Mabel	1866.20	1114.40	23.88
Roscoe, Ethel	1867.05	1188.35	25.46
Stewart, Myrtle	1898.50	1150.55	24.24
Stillwell, Carolyn	1999.00	1176.40	23.54
Taylor, Bessie	1747.30	1092.35	25.00
Taylor, Nellie	1898.55	1122.21	23.64
Toenebalhn, Lillian	1852.15	1095.35	23.66
Bowman, Beulah	1344.05	835.67	24.87
Albano, Marie	1267.00	586.87	18.53
Blain, Roberta	1847.25	988.68	21.41
Bottoms, Cyrea	1957.30	918.34	18.77
Budelovich, Anne	1870.10	990.16	21.18
Budelovich, Mary	1947.40	1091.40	22.42
Campbell, Myrtle	1878.45	1015.29	21.62
Churchill, Irene	1570.40	859.91	21.90
[fol. 5659] Clark, Olive	1880.25	1055.94	22.46
Cooper, Leona	1980.40	1041.80	21.04
Hayhurst, Beulah	1981.25	1002.39	21.45
Hrencher, Sarah	1961.40	895.75	18.26
Irby, Virginia	1861.10	840.96	18.07
Kalinich, Bessie	1880.20	1005.97	21.40
Lumpe, Minnie	1819.16	972.92	21.39
Nicoll, Bertha	1871.05	997.16	21.32
Nold, Catherine	1917.20	891.37	18.60
Pallanich, Martha	1905.30	979.65	20.56
Snapp, Theresa	1679.35	865.84	20.62
Stange, Lorene	1863.55	815.74	17.50
Stockton, Lucille	1915.10	1054.80	22.03
Tucker, Marjorie	1667.10	916.66	19.64
Wise, Belle	1843.00	1137.92	24.70
Burtor, Ellen	1108.40	574.71	20.74
Crawford, Mary Lee	1415.50	720.02	20.34
Herring, Helen	1325.25	647.43	19.54
King, Margaret	1347.40	661.49	19.64
Stubbs, Clara	1424.30	715.32	20.09

## Section 61 (Folders)

Harrison, Della	1824.25	1414.90	31.02
Lake, Effie	1808.35	1233.18	27.27
Llywelyn, Nellie	1751.55	1218.69	27.82
Clark, Helen	1839.30	1064.56	23.15
Glavenich, Sophia	1865.50	1146.75	24.58

Howard, Jewell	1692.40	1079.05	25.50
McCormick, Mildred	1645.20	950.69	23.11
Shinpaugh, Mary	1853.05	1164.66	25.14
Campbell, Grace	1721.10	1047.82	24.35
Donahue, Catharine	1796.10	850.52	18.94
Downing, Eleanor	1720.20	866.98	20.16
Elliott, Georgia	1472.00	779.64	21.18
[fol. 5660] Owens, Ruby	1862.20	1045.12	22.45
Truders, Katherine	1785.00	1000.67	22.42

## Section 61 (Miscellaneous)

Gorman, Rose	1878.20	1333.84	28.40
Simmers, Dorothy	1387.40	948.39	27.35
Freeman, Paula	1982.00	1199.65	24.21
Kever, Sophie	1516.10	923.83	24.37
Kuchko, Katherine	1934.35	1131.94	23.40
McConkey, Doris	1869.30	1068.69	22.86
Morris, Ruth	1826.05	1055.76	23.13
Beal, Ruth	1171.00	613.72	20.96
Boothe, Irene	2217.25	1092.07	19.70
Broadus, Ruth	1899.20	1026.14	21.61
Catalina, Mary	2026.30	1002.44	19.79
Caven, Violet	2018.50	999.69	19.80
Craig, Demea	384.35	204.69	21.29
Dee, Helen	1896.40	890.71	18.78
Dougan, Lorena	1990.15	1071.66	21.54
Edwards, Margaret	1062.40	497.55	18.73
Emerson, Thelma	1882.25	933.91	19.84
Farrell, Sylvia	1214.25	627.06	20.65
Harris, Ethel	1924.25	874.29	18.17
Harrison, Verma	1993.55	1088.68	21.84
Kalick, Anna	1961.20	955.07	19.48
Lamon, Mary	1813.25	1005.76	22.78
McCord, Leona	1151.25	584.14	20.29
Morris, Magdalen	1139.35	573.13	20.12
Mudd, Anna	1581.55	830.02	20.99
Patrick, Opal	239.15	111.45	18.63
Porter, Frances	1860.25	880.28	18.93
Redman, Glennette	1978.10	974.66	19.71
Redman, Gretha	2011.00	974.10	19.38
[fol. 5661] Reardon, Helen	2014.35	952.70	18.92
Shane, Christine	2006.10	991.18	19.76
Stewart, Nina	1860.35	1011.16	21.74
White, Murpha	1810.30	861.38	19.03
Johnson, Belva	1561.30	811.49	20.79

Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total Hours Worked	(On 40 hour basis)	
		Total Money Paid	Average Weekly Earnings
Anderson, Bernice	2016.30	1484.31	29.44
Bennett, Violet	2015.40	1449.78	28.77
Bond, Beulah	2018.55	1442.79	28.58
Bracy, Mable	1889.45	1338.94	28.34
Bradshaw, Hazel	1212.40	870.82	28.72
Broker, Louise	1963.15	1403.07	30.42
Carlson, Lena	1944.50	1949.87	40.10
Chapman, Josephine	1949.	1535.41	31.51
Chowning, Hassie	2036.50	1518.63	29.82
Clark, Beattie	1923.10	1336.78	27.80
Clayton, Rubie	1760.05	1187.86	26.31
Cooney, Olive	1978.30	1430.61	28.92
Davis, Betty	2005.45	1505.63	30.02
Davis, Jessica	1812.20	1374.90	30.34
Dobbs, Opal	1987.30	1579.21	31.78
Dora, Gertrude	2017.50	1526.48	30.26
Douglas, Pearl	2002.40	1361.74	27.20
Elston, Alpha	1613.	1134.88	28.14
Ely, Nettie	2022.45	1566.51	30.98
Fase, Beatrice	1893.40	1475.47	31.17
Feiser, Elsie	1919.30	1333.14	27.78
Fisher, Zella	1813.50	1359.00	29.97
Fitzwater, Cora	1936.00	1456.10	30.08
Foster, Ethel	1969.15	1403.90	28.52
Geer, Edna	1942.25	1359.61	28.00
Gilardi, Nina	2023.20	2050.62	40.54
Green, Beulah	1633.20	1085.74	26.59
Griggs, Claris	1659.55	1179.60	28.42
Haight, Elizabeth	1416.45	987.54	27.88
Hawks, William	1895.50	1261.04	26.61
Hoffsett, Gallilea	1809.05	1193.18	26.38
Holloway, Elsie	1828.55	1524.20	33.34
Hurdle, Beulah	1964.00	1271.76	25.90
Johnson, Bertie	1851.30	1405.28	34.04
Kennedy, Ruby	1981.50	1837.97	37.10
Lamaster, Catherine	1025.45	676.17	26.37
[fol. 5663] Lawrence, Lottie	1938.00	1685.99	34.80
Leavell, Martha	1860.10	1214.83	26.12
Leeda, Nola	1939.25	1277.50	26.35
Light, Beulah	1953.45	1479.66	30.29
Logan, Pearl	1906.25	1413.44	29.66
Lubben, Lillian	1803.50	1257.05	27.88
Maifreda, Mary	2029.45	1843.65	36.33

McCaulley, Lucy	2077.05	1432.08	27.58
McKee, Daisy	1702.45	1380.60	32.43
Mead, Dorothy	1978.	1674.69	33.87
Miller, Ruth Chaney	1661.15	1129.07	27.19
Moore, Florence	2038.05	1544.92	30.32
Osborn, Rose	1953.45	1443.56	29.56
Pitta, May	2007.10	1360.81	27.12
Plummer, Laura	1842.10	1368.42	29.71
Quinn, Myrtle	1994.50	1539.64	30.87
Robeson, Mary	1875.30	1324.45	28.25
Self, Mary	1857.10	1376.26	29.64
Smith, Nina	1960.25	1568.33	32.00
Spielbusch, Mable	1716.40	1149.97	26.80
Stark, Ada Lee	1707.55	1205.81	28.24
Stark, Dale	1816.35	1271.64	28.00
Steger, Brooksey	1877.15	1534.91	32.70
Stevens, Lola	1919.55	1317.95	27.46
Stufflebean, Opal	1894.10	1500.56	31.69
Stone, Elizabeth	1880.35	1283.50	26.23
Trabon, Lillian	2005.35	1368.44	27.29
Velghe, Rose	2084.10	1562.95	30.00
Warth, Mary	1768.45	1193.10	26.98
Wilson, Martha	1985.10	1416.56	28.54
Winters, Susan	1919.50	1465.29	30.53
Wolfskill, Jewell	1911.05	1318.94	27.60
Yates, Augusta	2075.25	1789.45	34.49
Zimmerman, Etta	1965.30	1486.07	30.24
Flannery, Della	1641.10	1232.96	30.05
Baldwin, Ruth Ellen	1895.55	1175.57	24.80
[fol. 5664] Strandt, Ruth	1475.40	885.23	24.00
Barton, Ida	1864.45	1012.09	21.71
Carriger, Clelafay	1206.30	547.77	18.16
Andrus, Iva	1954.30	1083.95	22.18
Gordon, Lulu	1982.20	1001.81	22.03
Harcum, Mae	1870.45	1025.52	21.93
Henry, Lolla	1974.50	969.48	19.64
Hines, Mary	1654.30	814.19	19.68
Hollyday, Agnes	1258.00	614.49	19.54
Koefoed, Opal	2034.30	1102.25	21.67
Maggio, Alice	1770.30	861.27	19.46
Oliver, Tressie	1858.50	996.80	21.45
Orten, Lucille	1961.15	842.60	17.18
Page, Mabel	1166.15	543.57	18.64
Perry, Ann	1825.50	971.81	21.29
Reece, Anna	1809.30	993.80	21.97
Rhodes, Alice	1023.35	459.86	17.97
Riddle, Mary	1899.20	950.71	20.02
Roberts, Daisy	1683.15	675.82	20.81
Taylor, Violet	1934.15	1049.84	21.71
Virgo, Ann	1998.05	1108.09	22.18
Webb, Amelia	1906.10	961.28	20.17
Wixted, Gertrude	1706.25	937.79	21.96

Yoder, Shirley	1543.15	824.63	21.37
Davis, Mildred	1498.10	762.41	20.36
Hill, Della	728.55	311.73	17.10
McEain, Mable	1557.10	851.11	21.86
Andsley, Ceresé	1254.	581.22	18.54
Holloway, Marie	1248.05	573.25	18.37
Lewis, Dorothy	1370.55	698.92	20.99
Stewart, Annette	1208.15	678.70	22.47
Thomas, Mary Jo	1415.25	617.83	17.40
[fol. 5665] Blackwood, Corinne	1939.25	1212.03	25.00
Chaney, Opal	1924.20	1196.69	24.88
Close, Ella	1955.15	1214.82	24.85
Colley, Nellie	1995.35	1139.81	22.85
Copenhaver, Geneva	1794	1071.68	23.90
Davis, Emma	1754.15	1003.12	22.87
Dial, Helen	1809.45	1124.64	24.86
Farmer, Anna	1821.55	1057.81	23.22
Halero, Mary	2027.30	1280.37	25.26
Herring, Lora	1292.45	741.08	22.93
Higgins, Hazel	1899.45	1176.36	24.77
Holloway, Opal	1818.25	1024.17	22.53
Hurley, Anna	1838.45	1112.48	24.20
Hutchinson, Agnes	1924.45	1215.06	25.25
James, Lottie	1991.45	1133.05	22.76
Johnston, Irma	1915.00	1208.97	25.25
Jones, Elmer	1602.55	925.63	23.10
Loftin, Eleanor	1287	803.46	24.97
Maxwell, Georgia, Lee	2007.45	1136.63	22.64
McClanahan, Roberta	1750.15	985.66	22.53
McCurry, Etta Mae	1439.15	847.78	23.56
Oeshier, Dorothy	1778.05	1098.59	24.71
Pardun, Grace	1873.50	1169.22	24.96
Reese, Mildred	1501	856.74	22.83
Robinson, Beatrice	1953.50	1190.96	24.38
Royce, Laura Lee	1988.20	1261.69	25.38
Rudd, Mattie	1309.25	739.53	22.59
Sams, Leona	1910.35	1083.39	22.68
Shoptaw, Opal	1959.15	1166.43	23.81
Taber, Sara	1910.55	1132.81	23.71
Thornton, Blanche	1981.40	1196.51	24.15
Waller, Elva	1860.35	1100.18	23.65
Wilde, Altha	1935.15	1158.42	23.94
Wright, Carrie	1897.15	1120.22	23.62
Phipps, Ruby	1553.20	878.87	22.63
Miles, Josephine	1429.55	852.57	23.85
Norris, Fears	1281.45	755.85	23.58
[fol. 5666] Anderson, Gladys	1909.50	1240.69	25.99
Apperson, Amy	1943.25	1371.87	28.24
Atkinson, Florence	1958.55	1435.73	29.32
Barnes, Lois	1933.10	1318.30	27.28
Bilyou, Helen	1292.25	925.70	28.65
Bingman, Ethel	1965.05	1302.65	26.62

Black, Pearl	1967.15	1286.29	26.15
Bryant, Bernice	383.25	257.94	26.92
Bryson, Virginia	1952.55	1304.83	26.73
Cahall, Marie	1865.30	1308.81	28.07
Clark, Sue	1950.00	1344.15	27.57
Copenhaver, Maude	1959.50	1514.94	30.92
Davis, Lynn	1967.45	1382.46	28.10
Dheanens, Betty	1286.45	889.79	27.66
Donnelly, Helen	1873.25	1226.90	26.20
Doyle, Gertrude	1711.30	1179.88	27.58
Dunlap, Grace	1919.45	1265.97	26.38
Engle, Inez	1944.35	1347.43	27.72
Fields, Pearl	1863.30	1208.15	25.93
Fowler, Eva	1968.05	1351.06	27.46
Gardner, Elva	1878.45	1355.31	28.86
Gordon, Viola	1285.15	934.67	29.09
Griffith, Polly	1978.30	1302.51	26.34
Hansen, Emma	1924.15	1277.83	26.56
Hardsaw, Katherine	1971.40	1349.00	27.37
Hogan, Pearl	1922.40	1561.76	32.49
Horak, Dessie	1937.25	1403.75	28.98
Bailey, Adaline	391.15	260.43	26.62
Jamison, Marie	1947.50	1395.88	28.66
Jones, Mynie	1922.10	1319.66	27.46
Lantz, Ola	1986.00	1340.61	27.00
Leger, Margaret	1439.25	1020.68	28.36
Liberman, Eva	1906.15	1299.89	27.28
Litten, Iris	1882.40	1277.38	27.14
Livesay, Edith	1667.25	1148.80	27.56
Mattox, Dora	1969.05	1263.56	25.67
[fol. 6867] Meuwissen, Florence	1939.20	1348.99	27.82
Miller, Tibitha	1903.25	1228.30	25.82
Mumford, Boyd	1856.30	1302.22	28.06
Murphy, Alma	1886.20	1280.22	27.15
Nichols, Josephine	1953.35	1277.88	26.17
Noll, Ruth	1902.20	1324.01	27.84
Otia, Dolly	1795.55	1259.63	25.06
Phillips, Lydia	1924.55	1401.12	29.12
Proctoer, May	1919.55	1348.41	28.10
Rickett, Ruby	1807.50	1341.98	29.70
Sauke, Sarah Idella	1931.45	1482.56	30.70
Shearer, Edith	1997.45	1414.71	28.33
Shipman, Elsie	1959.05	1448.77	29.58
Spahr, Anna	1947.05	1255.57	25.80
Stears, Fannie	1870.35	1256.36	26.87
Storm, Minnie	390.25	262.93	26.94
Uptegrove, Leta	1939.20	1246.10	25.70
Uto, Pearl	1955.30	1365.71	27.94
Voorhies, Emma	1898.25	1367.81	28.82
Vining, Edna	1278.50	934.06	29.22
Wachtel, Orra	359.45	262.55	29.19
Maddox, Mildred	1440.20	963.41	26.76

Selvey, Verla	878.00	563.26	25.66
Austin, Gladys	1878.20	1060.32	22.58
Beal, Jane	1913.40	1162.79	24.31
Biewner, Ethel	1623.05	946.13	23.32
Boor, Helen	1913.25	1135.06	23.73
Bosworth, Pearl	1954.30	1180.56	24.16
Brands, Gladys	1765.05	1090.88	24.71
Brooks, Mildred	1938.00	1204.37	24.86
Brown, Ora	1644.30	959.33	23.34
Burch, Mildred	1941.45	1099.06	22.64
Carrell, Patricia	1889.15	1152.94	24.41
Cameron, Edith	1951.00	1208.42	24.78
[fol. 5668] Campbell, Rose	1762.05	1086.47	24.66
Carlson, Mamie	1223.30	756.55	24.74
Corum, Eunice	1934.45	1148.93	23.76
Cotten, Nora	1951.20	1225.99	25.13
Cox, Mary	1903.20	1194.41	25.10
Rockford, Eva	1891.05	1196.36	25.30
Dare, Virginia	1931.30	1193.19	24.71
Davidson, Ina	1974.45	1141.61	23.12
Diets, Dorothy	1890.45	1115.27	23.59
Evans, Lucy	1973.40	1118.83	22.68
Fain, Carrie	1949.50	1217.75	24.98
Hall, Pearl	1926.35	1167.33	24.24
Halliday, Opal	1886.15	1139.82	24.17
Hamilton, Grace	1956.25	1160.87	23.74
Hanson, Laura	1932.00	1190.92	24.66
Harbison, Beulah	1723.45	1055.53	24.40
Hardman, Hazel	1950.35	1116.37	22.89
Harris, Emma	1970.20	1174.40	23.84
Hemme, Zella	1858.10	1101.33	23.71
Hills, Laura	1786.25	1122.18	25.13
Hinkle, Alta	1907.30	1103.94	23.15
Hull, Bernice	1893.10	1077.58	22.77
Hundley, Cordia	1563.15	904.03	23.13
Hunter, Margaret	1900.55	1102.82	23.21
Ingold, May	1959.00	1159.19	23.67
Johnson, Lorene	1909.45	1195.30	25.04
Johnson, Nora	1962.25	1210.22	24.67
Kesinger, Lois	1838.55	1175.69	25.57
Kilby, Daisy	1886.30	1087.78	23.06
Kist, Wilma	1871.20	1064.70	22.54
Kruger, Mary	1937.40	1164.31	24.04
Kuhn, Martha	1936.00	1201.47	24.82
Martin, Blanche	1911.35	1167.93	24.44
Mauk, Ida	1877.00	1200.24	25.58
[fol. 5669] Lowes, Ruth	1940.30	1150.62	23.72
McQuiston, Naomi	1937.25	1155.39	23.86
Murray, Ann	1956.00	1131.33	23.14
Myers, Fern	1945.35	1188.54	24.44
Ormsby, Sallie	1942.10	1132.45	23.32
Perry, Laura	1741.30	1016.00	23.34

Plattner, Regina	1886.15	1125.36	23.86
Putman, Ruth	1916.30	1085.23	22.65
Raines, Cora	1933.15	1104.24	22.85
Raines, Emilea	356.00	219.01	24.61
Renner, Orpha	1891.15	1145.60	21.23
Richardson, Marie	1921.50	1207.10	25.13
Richardson, Opal	1940.25	1135.22	23.40
Ross, Irene	1962.25	1199.45	24.45
Rudd, Gladys	1448.10	815.64	22.53
Schweiger, Freda	1821.25	1044.22	22.93
Simmons, Opal	1970.05	1242.62	25.23
Steger, Gladys	1752.50	1090.08	24.20
Sutolovick, Katherine	1869.10	1113.09	23.84
Toler, Jewell	1903.55	1075.84	22.61
Waera, Virginia	1946.25	1107.05	22.75
Weigand, Effie	1774.35	1093.93	24.66
Weilert, Bessie	1595.15	987.43	24.76
Wilkey, Lucille	1836.20	1115.96	24.31
Williamson, Elsie	1901.20	1079.90	22.72
Wycoff, Lucy	1943.15	1113.44	22.92
Forster, Mable	1431.40	845.49	23.62
Atchison, Catherine	1904.10	1013.05	21.28
Boan, Bessie	1956.30	1081.23	22.11
Bodie, Lydia	1406.45	759.69	21.60
Cline, Lela	1930.55	1039.71	21.54
Everly, Mary	1294.15	694.64	21.47
Griffith, Betty	1887.20	1015.27	21.52
Haase, Martha	1974.40	1076.10	21.80
[fol. 5670] Hershey, Tessie	1873.45	1010.05	21.56
Horde, Mildred	1831.35	947.12	20.68
Huffaker, Thelma	80.00	43.90	21.95
Ihle, Millie	1909.10	1024.63	21.47
Jewett, Ola	1888.16	1026.45	21.74
Kahmann, Margaret	1929.45	1076.99	22.32
Kammer, Pauline	1941.15	1012.49	20.86
Keidel, Myrtle	1377.05	709.08	20.60
Knight, Patricia	1904.30	1020.45	21.43
Lilly, Thelma	375.30	199.72	21.28
Mahoney, Roma	1816.55	979.03	21.55
Maxwell, Ethel	1817.40	957.71	21.08
McKown, Esther	1202.30	673.72	22.41
Moore, Leona	1809.25	984.92	21.78
Nichols, Louise	375.45	196.45	20.93
Pavich, Angeline	1654.06	989.73	23.93
Perkins, Beulah	1871.10	1008.60	21.56
Plummer, Bessie	763.05	302.43	20.57
Sosenski, Anna	1696.30	940.39	22.18
Soderstrand, Mable	1837.20	972.79	21.18
Tattershall, Edna	1904.05	1045.60	21.96
Wainacott, Sadie	1808.35	973.11	21.52
Welch, Ruby	1947.25	1054.96	21.67
Wigton, Beulah	383.25	196.71	20.52

1410jj

Wood, Mary	1941.45	1071.00	22.06
Wypyhoski, Anna	1893.50	1041.55	22.00
Armstrong, Martha	1724.05	917.01	21.28
Bellman, Naomi	383.35	209.60	21.86
Greer, Grace	1178.15	641.42	21.78
Cook, Bertha	1542.35	853.05	22.12
Dawson, Bessie	1653.40	898.48	21.73
Statler, Rhonda	772.20	412.89	21.38
Winner, Bessie	1027.10	527.89	20.55
Williams, Ruby	1450.00	762.82	21.04
Shumate, Helen	907.00	496.57	21.90

[fol. 5671] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total	Total	(On 40 hour basis)
	Hours Worked	Money Paid	Average Weekly Earnings
<u>Pinkers</u>			
Brewer, Hylda	1808.10	1082.52	23.95
Brown, Jennie	1799.35	1351.93	30.05
Carpenter, Ethel	1982.45	1355.85	27.35
Chandler, Kathryn	1880.10	1404.65	29.88
Dauben, Gertrude	1925.10	1191.49	24.76
Davidson, Augusta	1978.40	1119.45	22.63
Dean, Edith	1928.35	1365.09	28.31
Eastman, Ruth	1904.20	1477.42	31.03
Ehrhardt, Lena	1961.55	1564.29	31.89
Ereth, Christine	1852.30	1469.66	31.73
Hall, Lois	1934.40	1391.49	28.77
Harralson, Julia	1637.25	1199.04	29.29
Klein, Bertha	1961.05	1163.47	23.73
Koll, Edith	1899.15	1199.19	25.26
Little, Edwina	1612.40	1035.39	25.68
Molle, Anna	2008.20	1366.24	27.21
Prine, Nell	1877.50	1459.21	31.08
Richardson, Gertrude	1663.35	1103.60	26.54
Riddle, Mamie	1927.00	1428.19	29.64
Riegel, Ethel	1710.40	1425.34	33.33
Robinson, Louise	1268.55	923.54	29.11
Rush, Irene	1882.40	1487.52	31.60
Schneider, Ethel	1570.00	1083.83	27.61
Stevenson, Alta	1445.25	798.91	22.11
Stites, Nellie	1951.20	1373.17	28.15
Van Gordon, Mary	1793.15	1080.84	24.11
Walton, Helen	1907.55	1357.78	28.47
Hyde, Mary	1855.10	1470.48	31.70

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[fol. 5672] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Weekly Earnings
<u>Section 531</u>			
Adams, Margaret	1857.15	1531.00	32.97
Alley, Ruby	376.55	370.24	21.88
Ball, Nell	1848.10	1003.94	21.73
Barrett, Elizabeth	1836.55	1302.71	28.37
Bowersox, Mona	1276.30	715.24	22.41
Brown, Lela	1784.20	1156.35	25.92
Carr, Irene	1830.50	959.46	20.96
Chambliss, Virgie	1768.30	1228.44	27.78
Fry, Lillian	1848.35	1289.75	27.91
Howard, Margaret	1997.05	1343.21	26.90
Inbody, Dorothy	1806.25	1138.47	25.21
Jacob, Bess	1936.40	1452.44	30.00
Kelly, Jessie	1841.25	1271.36	27.62
Mueller, Iva	1863.10	1059.67	22.56
Nokes, Ellen	1831.40	1011.30	22.08
Redona, Estella	1826.35	1080.40	23.66
Rencoske, Elizabeth	1771.40	1092.33	24.66
Rickett, Donna	1609.05	895.16	22.25
Rothgeb, Estel	779.20	487.63	25.03
Saunders, Ardath	1769.00	883.63	19.98
Slankard, Ruby	1828.30	1144.34	25.03
Smith, Elsie	1815.05	1003.46	22.11
Steward, Mary	1822.50	835.17	18.33
Tebbe, Mildred	1838.00	932.68	20.30
Walters, Lydia	1267.30	668.69	21.10
Womacks, Nettie	1851.20	894.51	19.33
Carroll, Catherine	1713.35	983.95	22.97
Cox, Flora	912.15	562.36	24.66
Kellogg, Catherine	1185.50	612.63	20.66
Elgin, Velma	800.10	396.62	19.82
Wilkins, Myrtle	1166.00	699.43	24.00
Smith, Opha	1297.45	886.72	27.33

[fol. 5673] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

Name	Total Hours Worked	(On 40 hour basis)	
		Total Money Paid	Average Weekly Earnings
Section 516			
Campbell, Martha	1688.40	990.05	23.45
Curry, Edna	1240.50	546.52	17.62
Boan, Nellie	1932.05	1059.34	21.93
Bray, Jessie	1879.00	936.22	19.93
Bybee, Mary	1754.05	929.74	21.20
Canaday, Lena	1680.50	946.13	22.51
Cawthorn, Sinie	1815.00	820.25	18.08
O'Brien, Mary Lee	1823.25	993.22	21.79
Crum, Lindie	1897.55	1009.87	21.28
Ducoulombier, Margaret	1963.15	1102.82	22.47
Frye, Dorothy	1929.45	1025.22	21.25
Garrett, Louise	1947.10	1095.68	22.51
Gatek, Alice	1852.45	1007.86	21.76
Greenwood, Dorothy	361.00	218.48	24.21
Gustin, Mary Ann	1925.15	1125.59	23.38
Hadley, Elsie	1563.05	764.43	19.56
Harper, Nell	1930.40	1012.90	20.98
Hartman, Anna	1921.45	1051.49	21.88
Hatfield, Opal	1347.05	632.84	18.79
Holt, Velma	1908.05	954.66	20.01
Hunter, Johanna	1922.35	1022.25	21.27
Jones, Hazel	1510.50	873.73	23.13
Kelly, Etha	1894.25	1001.25	21.14
Leibold, Edith	1908.40	909.53	19.06
Lentz, Florence	1526.20	723.21	18.95
Maxfield, Opal	1885.05	1071.23	22.73
Molle, Teresa	1848.25	1108.71	23.99
Morrow, Ruby	1859.55	1048.95	22.56
Osborne, Hazel	1844.20	1004.41	21.78
Page, Mable	1831.55	896.91	19.58
Ransdall, Irene	1908.25	899.62	18.86
Salva, Gladys	1822.00	935.89	20.54
Shiner, Grace	1909.25	976.36	20.45
[fol. 5674] Tolliver, Lena	1901.25	1011.68	21.28
Vaughn, Artie	1914.25	1018.87	21.29
Vernon, Cora	1913.35	1041.50	21.77
Vogliardo, Anna	1954.00	1093.90	22.39
Wallace, Juanita	1862.30	992.62	21.32
White, Mary	1868.45	1010.99	21.64
Wilson, Helen	1743.25	1058.96	24.30
Wittman, Irene	1924.40	946.77	19.68
Crime, Mary	456.00	273.08	23.96
Galey, Margaret	1867.45	905.78	23.11
Perry, Dorothy	1479.20	810.01	21.60

[fol. 5675] Average Earnings Of Piece Work Operators From Week Ending  
October 29, 1937 To October 21, 1938

(On 40 hour basis)

Name	Total Hours Worked	Total Money Paid	Average Weekly Earnings
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Section 517

Akeman, Ruth	1761.25	976.46	22.18
Bartell, Mamie	1774.25	1332.10	30.03
Bodine, Katherine	1847.25	832.30	18.02
Broker, Margaret	1868.05	965.92	20.68
Brown, Mary	1852.15	989.64	21.37
Cox, Pearl	1820.25	1087.77	22.80
Cress, Jennie	1886.55	1029.64	21.83
Crewes, Anna	1891.25	994.29	21.03
Dockery, Mary	1882.30	932.53	19.81
Doughty, Leone	1682.50	865.72	20.58
Farrell, Grace	1556.30	804.92	20.68
Fleeger, Bernice	1853.50	822.50	17.75
Getz, Helen	1913.05	937.13	19.60
Gill, Dorothy	1883.20	920.53	19.55
Gleason, Virginia	1891.25	1138.71	24.08
Gulick, Sophie	1865.25	1043.04	22.37
Gunderman, Helen	1866.30	1078.83	23.12
Harrison, Mildred	1898.55	955.95	20.14
Hayward, Irene	1499.15	871.74	23.26
Head, Deal	1930.10	1135.32	23.52
Horvat, Katherine	1883.05	1219.73	25.91
Kellogg, Hazel	1750.40	824.21	18.83
Kelso, Madge	1816.50	906.28	19.95
Kirk, Jean	1894.45	1051.66	22.24
Lafferty, Bertie	1921.55	1059.76	22.06
Lewis, Lorean	1730.25	1012.78	23.41
Russell, Gladys	1774.40	830.17	18.71
Melton, Fannie	1431.25	851.11	23.78
Newnham, Bertha	1855.35	920.30	19.84
Patrick, Nell	1460.40	742.09	20.32
Pitcock, Cora	1871.05	903.15	21.23
Pollock, Martha	1917.15	884.29	18.45
Rawlings, Edna	1855.30	973.73	20.99
[fol. 5676] Rogers, Mary	1841.50	910.52	19.77
Sebastian, Dorothy	1544.40	877.74	22.73
Shields, Pearl	1878.05	935.61	19.93
Sites, Mary	1803.15	966.43	21.44
Stark, Ruby	1888.45	1054.10	22.32
Taylor, Margaret	1742.15	964.53	22.14
Underwood, Winnie	1836.30	1007.62	21.95
Vidrickson, Ruby	1675.20	820.18	19.58
Wagy, Alice	1810.25	871.75	19.26

1410nn

Walker, Mary	1863.45	953.89	20.47
Willey, Juanita	1827.15	980.36	21.46
Wilson, Blanche	1533.50	721.24	18.81
Wright, Elsie	1941.15	1086.27	22.38
Jones, Alliene	1491.55	754.61	20.23
Watson, Bertha	1429.50	729.50	20.41

[fol. 5677]

Objection is made to all questions and answers of Flora Ruden and all exhibits attached hereto for the reason that said questions and answers and exhibits are immaterial.

p. 553 FLORA RUDEN called as a witness on behalf of the plaintiffs, having been first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Depping:

Q. Is your name Flora Ruden? A. Yes.

Q. Where do you live?

A. Memphis, Tennessee.

Q. What is your age? A. Twenty-eight.

Q. Are you married? A. Yes.

Q. What is your husband's name?

A. Roland Ruden.

Q. Do you live with him in Memphis? A. Yes.

Q. What does your husband do?

A. He is in the rug cleaning business.

Q. On March 8th, 1937, were you employed by the Tri-State Manufacturing Company of Memphis, Tennessee?

A. Yes, sir.

Q. What did that company manufacture?

A. Ladies wash dresses.

Q. On March 8th, 1937, did you arrive at the plant to go to work?

A. Yes.

Q. When you got there, tell the Court what was going on outside the plant?

A. There was a picket line in front of the building.

Q. Do you know who was there in charge of the pickets and the demonstration?

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A. Mrs. Myrtle Zappone, and Miss Ida Sledge were in charge of these girls.

Q. State whether or not the crowd increased or decreased as the day went on?

A. The crowd increased as the day went on.

Q. How large had the crowd become by the time you wanted to go home?

A. It's almost impossible to state the exact amount. There were people standing in the streets and on the sidewalks, every available standing room was filled.

Q. Did you attempt to leave the place to go home?

A. Yes.

Q. Was someone escorting you out of the plant to protect you?

[fol. 5678] A. One of our employees, Sam Klein.

Q. What does he do in the place?

A. He was a cutter.

Q. What happened to you when you tried to leave the plant?

A. We started down the street, and he was attacked.

Q. Who was?

A. Sam Klein.

Q. Who by?

A. By the union group. He was beaten, kicked, and scratched, clothes torn. I proceeded on down the street, and as I came into the filling station grounds, which was a short distance from our factory, I was attacked from the rear by the girls of this union group.

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Q. How did you know they were girls of the International Union group?

A. These were the girls who were in front of our place picketing during the day. They were also employed at the factory before the picket line.

Q. State whether or not Sam Klein was knocked down to the ground?

A. Yes, he was. He [—] knocked down to the ground, kicked, beaten, his clothes torn, scratched.

Q. Was he kicked while he was on the ground?

A. Yes.

Q. Had he been out of the building before that day?

A. He had gone out during the lunch hour, in an attempt to bring lunch back into the girls there.

Q. State what happened to him, if you know?

A. Yes, saw from the window of the factory.

Q. What happened?

A. The food was knocked from his hands, as well as the drinks, and he was attacked. There was scratching and fighting.

[fol. 5679] (Newspaper articles marked Plaintiffs' Exhibits 78 to 80 for identification).

Q. State whether or not you saw other people attacked by this mob you have described?

A. Yes, quite a few girls employed in the factory went out for their lunch hour. They too were attacked and their food destroyed.

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Q. What was done?

A. They were scratched, their hair pulled, their clothes were torn.

Q. All right. I now hand you Plaintiffs' Exhibit No. 78 directing your attention to the picture, the top picture on the left hand side as you face the paper and ask you to state what that is.

A. That is a picture of Sam Klein as he escorted me to the car.

Q. Did you see this attack?

A. Yes, I did.

Q. What position is Sam Klein in in that picture?

A. On the ground.

Q. Did you see him there on the ground?

A. Yes, I did.

Q. Now, I direct your attention to the picture on the right hand side at the top and ask you to state what that is.

A. That happened in the filling station that evening, the patrol came and took some of the girls away, the union girls were doing all the attacking.

Q. Now, I will ask you to state what the bottom picture is?

A. That happened during the lunch hour when Sam Klein went out for his lunch and to bring our lunches in to us. These girls attacked him then.

Q. Did you see the things happen that are depicted in those pictures?

p. 557

A. Yes.

Q. Did you see Sam Klein attacked as depicted in this bottom picture?

[fol. 5680] A. I did.

Q. State whether or not Sam Klein did the attacking or someone from the outside attacked him?

A. They attacked him.

Q. We offer in evidence Plaintiffs' Exhibit 78. Now, Mrs. Ruden you stated that you were attacked.

Q. Mrs. Ruden, you stated a moment ago, you were attacked at a filling station. It has been called to my attention that I didn't ask what happened to you. What happened to you?

A. Some of my clothes were torn. I was scratched and beaten by these girls.

Q. Do you know the girls?

A. Yes, they were girls in the union group that had been in the picket line, that had been employed by us.

Q. State whether or not the aggressors were the employees of the Tri-State Manufacturing Garment Company, or whether they were the picketers and union people on the outside?

A. They were picketers and union people also, the employees these girls, that had worked for the Tri-State, were in the picket line, as well as others.

Q. I hand you Plaintiffs' Exhibit No. 79 and ask you to state what the picture at the top of the page shows.

p. 558

A. Sam Klein, evidently trying to protect himself and get away from this attack that happened during the lunch hours.

Q. I call your attention to the second picture. What does that depict?

A. That is of the girls that were employed at the Tri-State, out on their lunch hour.

Q. What are they trying to do?

A. Protect themselves. They are being attacked here.

Q. What is the bottom picture?

A. Sam Klein being attacked by these women.

Q. All right. We offer in evidence Plaintiffs' Exhibit 79. I now hand you Plaintiffs' Exhibit 80 and direct your attention to the picture at the top of the page on the left hand side as you face the paper and will ask you to state what that is?

[fol. 5681] A. That is one of the Tri-State employees going home at the closing hour, that was attacked by these girls, and policemen evidently trying to assist her.

Q. Do you recognize anyone of the girls in that picture who is doing the attacking?

A. This girl is Dixie Middleton.

Q. I will ask you to put an X on Dixie Middleton's picture. Have you placed an X on Dixie Middleton's picture? A. Yes.

p. 559 Q. What is she doing there?

A. Attacking this girl.

Q. Who was Dixie Middleton at that time?

A. She was in the picket line, and she was also the president of the International Local they had in Memphis at that time.

Q. Dixie Middleton, who is doing the attacking there, at the time this picture was taken, was president of the Local at Memphis of the International Ladies' Garment Workers' Union. Is that correct?

A. That is.

Q. Do you recognize any other girl in that picture?

A. No. Their backs are turned. I can't recognize them.

Mr. Depping: We offer in evidence Plaintiffs' Exhibit No. 80. I might say for the record, these last three exhibits, we are just offering the pictures referred to, and not any of the printed matter. There is just one picture on this.

We also offer in evidence from Plaintiffs' Exhibit No. 80, the date line on the paper

which is the Press-Scimitar of Memphis, Tennessee, and the date being Tuesday, March 9, 1937; we also offer in evidence the date line from Exhibit No. 79 which is the Press-Scimitar of Memphis, Tennessee, dated Tuesday, March 9, 1937; and from Exhibit 78, we offer in evidence also from the Commercial Appeal of Memphis, Tennessee, the date line, Which is Tuesday morning, March 9th, 1937.

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(Plaintiffs' Exhibits 78 to 80, inclusive, were received in evidence and made a part hereof.)

Q. Were the police there while these attacks were going on? A. Yes, they were.

Q. Did they prevent the attacks and violence?

[fol. 5682]

A. They did not prevent it, attempted to protect people being attacked. There were so many and so much disturbance they couldn't possibly help them all.

Ex. 78

PAGES 13 TO 24

# THE COMMERCIAL APPEAL

MEMPHIS, TENN., TUESDAY MORNING, MARCH 9, 1937

Exhibit 7

## Violence Flares When Garment Workers Picket Dress Factory

### Washington Merry-Go-Round

By  
DREW PEARSON and  
ROBERT E. ALLEN

**HOLC'S Delinquents  
Peak of Foreclosures  
Spain Explained  
Voice Content**

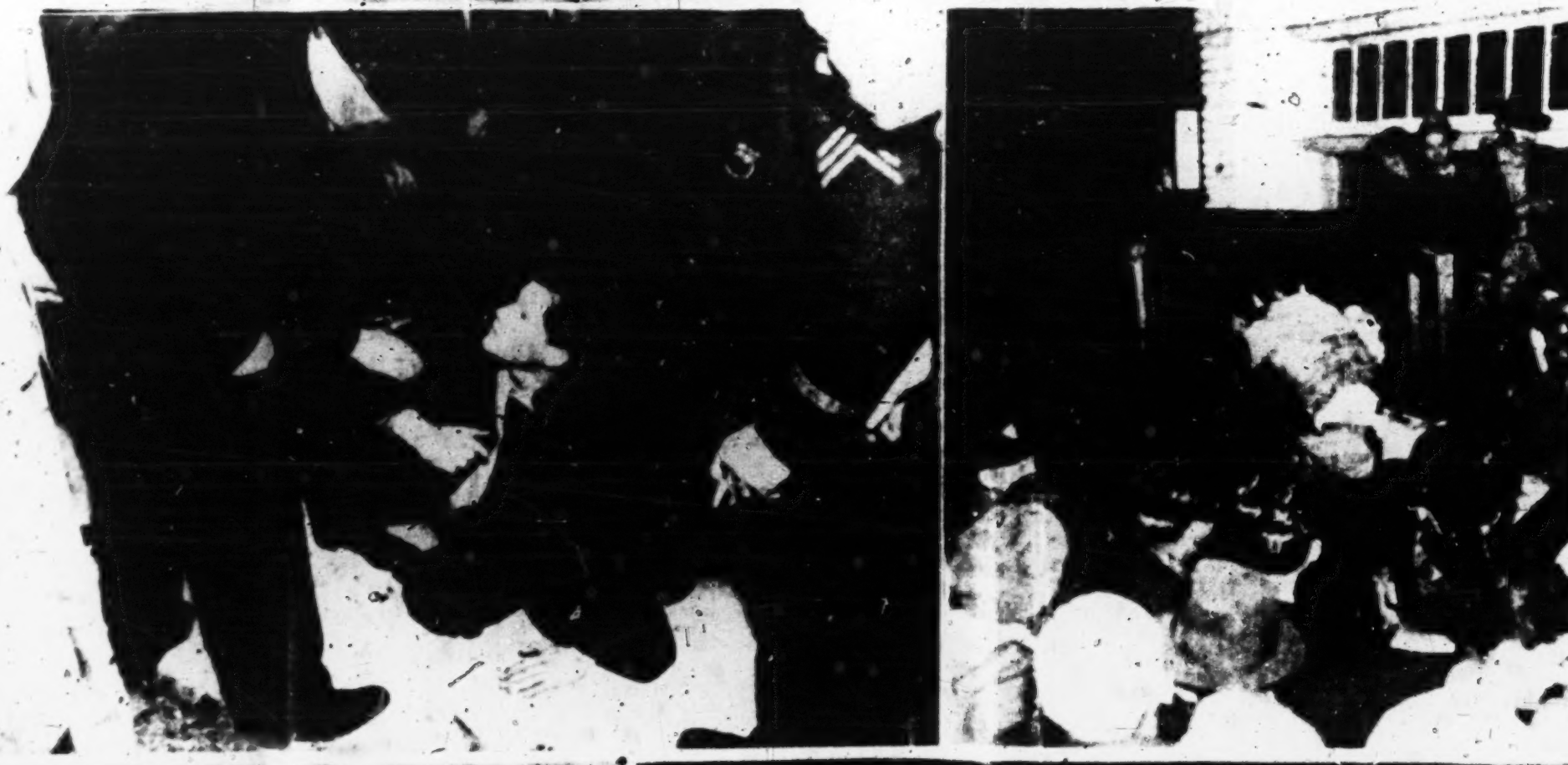
WASHINGTON, March 8.—The job of collecting the three billion dollars worth of mortgages which the HOLC has advanced to home-owners has put bearded, hard-working John H. Fahy in a tough spot.

Up until last June, Chairman Fahy and his board were happy and contented. No dead ends came their way. They were paying out money, calling upon almost no one to pay it back.

#### Day of Reckoning

But now reckoning day has come and the Home Owners Loan Corporation, with 10 years to collect its \$3,000,000,000 of mortgages, has become the greatest lending agency in Washington.

Mr. Fahy got his first dose of dead ends when he appeared before the House appropriations committee and was accused of inflicting a Scrooge-like foreclosure policy.



by a mortgage-lender foreclosure policy.

"Instead of turning people out in the streets," congressmen criticized, "why not declare a one-year holiday on foreclosures? Increasing prosperity will enable a lot of owners to pay up their mortgage interest by that time."

#### Firm For Foreclosure

But Mr. Fahy stood by his guns, insisting that HOLC could not be lenient without risk of losing the government's \$1,000,000,000 investment. Once HOLC started delaying mortgage payments, he pointed out, every homeowner would suspect it.

He cited figures estimating that there would be only 100,000 foreclosures by July 1, 1935. On the face of it, this is a large figure. However, placed alongside the figure of 1,000,000 HOLC loans made, it shows up as but 10 per cent.

Between foreclosures out of each 100 loans made is not bad, says Mr. Fahy, since it must be borne in mind that the HOLC is only loan to homeowners in financial distress—the exact opposite of the policy of private mortgage lenders.

#### Foreclosures Hit Peak

Mr. Fahy also claims that this is the peak year for foreclosures. From now on they will decline. The experience of all mortgage lenders shows that loans going sour do so within the first three years. After a man has held his home three years he is usually able to keep it permanently.

From 1933 to last July, the HOLC foreclosed on only 20,000 homes.

The total will be

## SCHOOLS TO SUSPEND FOR SUMMER MAY 31

### Board of Education Votes on Vacation Period

Memphis city schools will suspend for summer vacation May 31, it was decided last night at a meeting of the board of education, Ernest Hall, superintendent of schools, said. A Cotton Carnival holiday May 14 had a two-day Easter vacation March 25 and 26 also were voted.

John Gunn, former railroad man, was selected to succeed John H. Hoffmann as custodian at Penbody High School. Mr. Hoffmann, who died yesterday of influenza, had been connected with the schools for 26 years.

#### Cut School Schedule

The board decided to make up time lost by some of the schools during the recent flood emergency by eliminating certain outside activities and the "rainy day" schedule, and concentration on fundamental subjects, Mr. Hall said.

Permission to attend the national meeting of the Association for Childhood Education, to be held at San Antonio from March 20 to April 2, was granted the following teachers: Miss Margaret Johnson, Miss

## Cottonseed Oil Tax Hit By Browning

NASHVILLE, March 5.—(AP)—Governor Browning said tonight he was little for southern states to do "except retaliate" if the North Legislature passes a pending bill to tax cottonseed oil products.

Southern governors have been asked by cottonseed oil interests to send protests to the Iowa governor. Some cottonseed oil men contend the Iowa proposal would result in a virtual embargo against their products.

"I don't see anything for us to do except retaliate," Browning said, "by picking out some Iowa product and putting a tax on it that will prevent its being sold here. That, it seems to me, is the only way to stop such things."

## EIGHT JURORS NAMED IN ROADHOUSE SLAYING

### Additional Verdict Called for Covington Trial

Seven to The Commercial Appeal  
COVINGTON, Tenn., March 5.—Eight jurors were selected today out of a venire of 100 for the trial of John T. and Leonard Richardson, brothers, a negro, Augusta Wilkins



bank steps last

Ex. 78

# CIAL APPEAL

5683

PAGES 13 TO 24

Y MORNING, MARCH 9, 1937

*Exhibit 78 to Bill*

## Workers Picket Dress Factory Here



## BROWNING WILL SEEK REFUND ON STATE DEBT

Parley Planned With New  
York Bondholders

## HOPES TO CUT INTEREST

Appropriation Bill Will Give  
State "Balanced Budget"  
Is Prediction of Governor  
Browning

From The Commercial Appeal  
Nashville Bureau

BY W. L. DURHAM, JR.

NASHVILLE, March 8.—Hoping to work out a refinancing plan whereby the state's \$8,600,000 annual debt fund can be reduced a third, Governor Browning will confer with Tennessee's fiscal agent and principal bondholders in New York Monday, he said today.

Accompanied by Senate Speaker Byron Pope, House Speaker Walter M. Haynes, Treasurer Grover H. Keston and Walter Stokes, commissioner of finance and taxation, the governor will leave for New York Saturday.

### Details Not Revealed

Although he would not reveal the details of his refinancing plan, Governor Browning said he hopes to be able to refund a large part of the state's \$125,000,000 bonded in-

To do a census on unemployment now, without reference to all the subjects in dispute, appears to many students of the problem as glancing the cart before the horse.

In the Senate there is a move toward the latter approach. A resolution has been offered authorizing the President to appoint a commission to study unemployment and relief. It is sufficiently broad to utilize the various agencies now delving into facts, figures and other characteristics of the relief need.

If the nation is to benefit by its past mistakes and accomplishments in relief giving, the results to date must be shaken down by experts.

To chart a new course simply on the statistics of a census would place the administration in much the same position as it was in 1933 when the 1930 tabulations of employment and unemployment were used as a base.

#### Necessity for Study

Howard B. Meyers and John N. Webb of the WPA Division of Social Research sum up the necessity for a study—more than a census—when they say:

Most studies of unemployment do not attempt to report the employability of those out of work, altho this should be the most important inference to be drawn.

"It is generally assumed that the definition of a gainful worker as a person who is usually employed at an occupation yielding an income, is sufficient indication of his employability.

This assumption is incorrect in most cases. The fact that a person usually was employed prior to the loss of his last job is no basis for assuming that he can or will return to gainful work as employment increases. In many cases the loss of the job indicated that he was no longer employable according to the standards of that particular industry.

This fact indicates that the employability of the unemployed cannot be determined with any confidence from the worker's own opinion of his chances in returning to his former job."

#### Face Important Decision

Now after nearly four years, the administration is up against an important decision. It must decide what it is going to do about those persons who are not getting back into private employment despite a definite upturn in all lines of business and industry. It is pledged to give support, but what kind?

The work philosophy has prevailed for all who are rated as employable without much regard to the degree of their employability. Opposing this policy is a demand for a return to the date, state and locally financed or with the federal



SANDWICHES AND DRINKS FLY AS A MESSENGER CARRYING FOOD IS WAYLAI



here, we can convince the bondholders they will be protected, come back here in special session and take care of these other propositions. We can also arrange to do away with tolls of bridges. But this refinancing program must be carried out first."

Kills of Bentonville charged Millum's move to have the bill amended was part of a "well-planned scheme to kill this bill."

Millum said the bill provided for transfer to the new refinancing account the balance on hand in the bond refunding fund. He said this amounted to more than \$380,000, and if the money was taken away the refunding board would have no funds to pay expenses.

"I know that you are killing the present bond refunding board and I don't want to do it," the Harrison senator exclaimed.

#### Extra Officer

Barney and Thompson asserted that the bill would not take all of the funds to the credit of the bond refunding board, but only that portion of those funds allocated to the payment of contractors' claims, the period for payment of which has expired.

To Norrell's objection that the bill would authorize employment of a disbursing officer when such a position could be filled by the state treasurer without additional cost, Thompson replied:

"I can bring you assurances from the governor and the board of finance that the comptroller, who is a member of that board, will serve as the disbursing officer and that no new employee will be added."

Norrell said the bill would be unconstitutional because it did not set out specifically the amounts to be paid in salaries and expenses under the refinancing program. Thompson said a lump sum was appropriated for this purpose because "we don't know what the expense is going to be."

## FATHER GETS CUSTODY OF ADOPTED CHILD

A fight for the custody of an adopted child ended yesterday when Chancellor Bejach, sitting by interchange for Probate Judge Bates, gave the boy, Charles Edison Sutherland, 7, to the father, George H. Sutherland, 639 N. Fourth.

Chancellor Bejach overruled the plea of the boy's mother, Mrs. Nellie Lee Sutherland. Altho Mr. and Mrs. Sutherland still live at the same address, a separation is imminent. Mr. Sutherland said in filing the petition for custody.

The child was adopted four years ago when the couple was living in Tipton County, Tennessee. Mr. Sutherland is a disabled war veteran.

## "EVERY CHILD IN TOWN" FACES QUIZ IN SLAYING

### Officials Seek More Details in Girl's Death

By Universal Service

WINDSOR, Vermont, March 8.—Every child in this town will be questioned in connection with the murder of little Beverly Ann Page, authorities announced late today. They believe the five-year-old boy who "confessed" the torture and drowning of the girl has not told the complete story of the crime.

When the identity of the slayer of the four-year-old golden-haired child is established, State's Attorney Alban Parker said today, a formal charge of murder will be lodged against him, regardless of his age.

#### May Indict Boy

Mrs. Parker said:

"If we establish, by our investigation, that the little boy who has admitted the crime to the actual slayer of Beverly Ann, we will charge him with murder and bring him into juvenile court. His fate will be determined by the court."

Governor Browning said he hopes to be able to refund a large part of the state's \$120,000,000 bonded indebtedness at lower interest rates. The state, he said, now has several issues outstanding which are drawing six per cent. These he hopes to refund at from 4 to 4½ per cent.

Also the governor is working on a plan whereby changes could be made in sinking funds accounts that would allow the state to save considerable interest charges by retiring bonds as rapidly as funds accumulate. At present sinking funds are kept on deposit in banks at 2 per cent interest while the bonds the funds are designated to retire draw from 4½ to 6 per cent.

#### Balanced Budget

During the 60-day legislative recess, the governor will study the debt refunding plan and the general appropriation bill. The latter will be the first order of business to come before the Legislature when it re-convenes.

Governor Browning said the appropriation bill will be drawn to meet revenues in prospect, and that the state's budget will be "absolutely balanced for the first time in 16 years."

"I think it is essential that we balance the budget," he declared. "We have normal times now, and this is the first step toward straightening the state's financial tangle."

He said social security and the enlarged school program will call for increased expenditures during his administration, but added that administrative expenses would be "materially decreased."

The governor said he had

TUESDAY, MARCH 9, 1937

THE PRESS-SCIMITAR, MEMPHIS, TENNESSEE

# Jobless Census Not Best Means of Determining

## WHY NOT HAVE U. S. SERVICE MAKE SURVEY?

Employment Agency Equipped  
To Get Data Needed  
Besides Figures

By ROBERT A. BROWN

Press-Scimitar Staff Writer

WASHINGTON, March 9.—An insistent demand for an unemployment census has been heard since 1934. Proponents declare that the administration is working in the dark and that efforts to offset the curse of dependency have been hampered by a lack of facts.

What the nation needs, these supporters say, is a tabulation of those without jobs showing how many there are, how long they have been out of work, what industries they come from, and what work they are fitted to do.

There is little doubt that such a survey would be helpful, but without the additional information as to the causes of unemployment the effects of it on the social and economic structure, and the possibilities of definite methods to conduct it, the census would prove sadly inadequate.

Cart Before Horse

To do a census on unemployment now, without reference to all the subjects in dispute, appears to many students of the problem as placing the cart before the horse. In the Senate there is a move

## Lively Scene for the Singing Policeman



The "Singing Policeman"—George Hughes—had his hands full in yesterday evening's strike disorders at the Tri-State Drum Manufacturing Co. Here he's attempting to stop strikers on a drum-destriving mission. They nearly stripped one 28-year-old relative of the plant managers before police could free her.

## DEATH CLAIMS J. S. HEFFERNAN

Veteran Engineer Contracted  
Fatal Ailment During  
Flood Work

Back in the nineties, John S. Heffernan, then a steamboat engineer, had helped in the placing of mats along river banks during one of the worst of the Mississippi floods.

In 1927, while a steam engineer at Tech High, situated in the old building near Cayuga Bayou, he had worked strenuously in keeping flood waters out of the school.

Aiding Refugees

Death came to him yesterday, a man of 71, who had been doing 24-hour flood duty at Peabody School. His death was the indirect result of overwork with flood refugees.

Mr. Heffernan was replacing desks and straightening the school after the flood refugees had gone from the building when he contracted influenza three weeks ago. Other complications developed and he was taken to St. Joseph's Hospital, where he died.

Memphis and its growth had always been a source of pride to Mr. Heffernan, who was born near the river on North Main. The son of the late John T. Heffernan, who, as city carpenter, had laid the first board walks of the city, he was baptized at St. Peter's Church.

During the Civil War, the family lived on Dunlap and the young boy who wanted to help the South tried to persuade the Confederate cavalry camped next door to take him as drummer boy. Then, during the yellow fever epidemics, he refused from the city twice.

...on or these measures. If the refinancing program provided for in this bill is carried thru, we can convince the bondholders they will be protected, come back here in special session and take care of these other propositions. We can also arrange to do away with tolls of bridges. But this refinancing program must be carried out first."

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labor's Non-Partisan League yesterday saying support to President Roosevelt's judiciary program. At the same time, Senate opponents charged high administration officials with "propagandist activities" in behalf of the court plan.

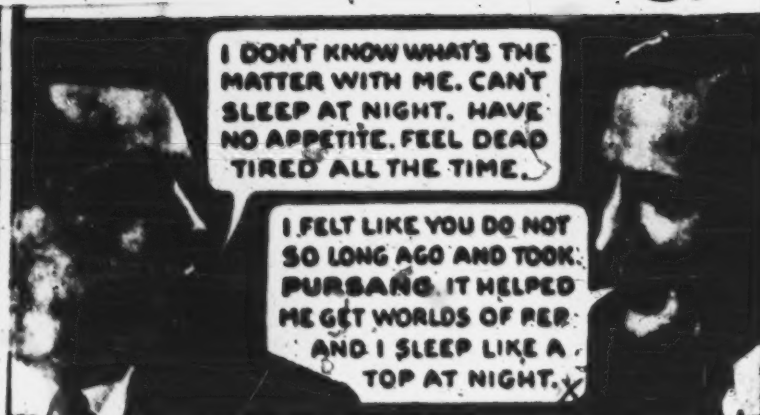
The farm group announced its support of the court program after conferring with Mr. Roosevelt. They declared "agriculture's greatest progress has been thwarted by the Supreme Court."

This pronouncement came as Labor's Non-Partisan League, created last year to support President Roosevelt's re-election, voted unanimously at an assembly of 800 labor leaders to give the judiciary program full backing.

President Roosevelt had called the labor group and farm representatives to the White House for judiciary discussions this morning. He will speak directly on the court question in a radio "fireside chat" tomorrow night.

Majority Leader Joseph T. Robinson charged in the Senate that "chain letters" and women's clubs were being used in what he termed an "unfair" campaign against the court reorganization plan. He made the statement after charges that the administration was using every propaganda method at its command.

Airplanes are forbidden by air regulations to fly over federal and state prisons at an altitude of less than 1000 feet.



I DON'T KNOW WHAT'S THE MATTER WITH ME. CAN'T SLEEP AT NIGHT. HAVE NO APPETITE. FEEL DEAD TIRED ALL THE TIME.

I FELT LIKE YOU DO NOT SO LONG AGO AND TOOK PURSANG. IT HELPED ME GET WORLDS OF REST AND I SLEEP LIKE A TOP AT NIGHT.

TODAY, thousands of men, women and children who were tired, less, nervous—appetites poor—because of pale weak blood, are brimming with strength and energy as a result of the aid given them by Pursang.

For this scientific tonic preparation contains, in properly balanced and readily assimilated form, such elements as organic copper and iron.

Pursang acts to stimulate the appetite and build rich, red blood even in cases of simple anemia. When this condition is relieved, nervousness disappears. Energy

and strength usually return. You feel like a new person.

If you aren't up to par—if you constantly feel dragged out, give Pursang a complete chance to assist nature in building up your strength and energy as it has for so many people. Get Pursang from your druggist today on our money back guarantee.

Pursang Laxative Pills are acknowledged the modern treatment for constipation. Purely vegetable, they give thorough bowel cleansing without griping.

My doctor ordered me to take a tonic—and prescribed Pursang. Since taking I have improved rapidly—lost that very tired feeling, and am my old self again."

Mr. A. W. Fairfield, Conn.

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10 GENUINE SILEX COFFEE MAKERS  
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Who Buy One of These Famous

# MAGIC CHEF

PLAINTIFFS' E.

persons who are not getting back into private employment despite a definite upturn in all lines of business and industry. It is pledged to give support, but what kind?

The work philosophy has prevailed for all who are rated as employable without much regard to the degree of their employability. Opposing this policy is a demand for a return to the date, state and locally financed or with the federal government contributing, as it does under the Social Security Act.

To go blindly into either form of assistance on a permanent basis can rightfully be termed unsocial and uneconomic. All theories, plans and policies should have a day in court, with an impartial commission sitting by to separate the wheat from the chaff.

A careful study of the situation might easily develop the fact that an unemployment census would be unnecessary if the nation were to strengthen and expand its system of employment exchanges. England, faced with about the same problems as have prevailed in this country, tried many schemes, but finally settled down to the exchange as the lone agency for determining unemployment administration.

#### Machinery Set Up

The United States Employment Service is already functioning. Last year it made a million and one-half private placements, in addition to registering all persons certified for WPA jobs. When the unemployment insurance system begins to function, thru co-operation with state employment agencies, it will gather additional data.

Rather than spend \$6 million on an unemployment census, a commission might advocate that the money be diverted into the employment service where all workers in

to those where shortages exist, and above all other advantages the exchange would be in position to fill private vacancies with a degree of certainty that the man selected for the job was qualified.

Such a plan is not untried in this country. The oldest employment exchange, at Cincinnati, is now working along similar lines, drawing funds from outside sources to add tests of efficiency to its regular services. It is in a limited way, is exploring the possibilities of vocational training for the young and re-training for old unemployed persons in its files.

Until we as a nation know more about the underlying causes of unemployment, coupled with a knowledge of the people who are displaced, there will be a continued and unnecessary drain on our human and financial resources.

The trial and error policy of the past four years must be modified



GIRL STRIKERS BLOCKED EVERYONE TRYING TO GET FOOD IN TO THE WORKERS

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## MODERN WOMEN

MODERN WOMEN prefer pills due to quick, sure results, convenience or similar reasons. C. H. Johnson, 1000 Broadway, New York City, says: "I have used Dr. Williams' Pink Pills for Pale People for years. They are effective, reliable and give quick results. Used by all doctors for over 40 years. Ask for them."

DR. WILLIAMS' PINK PILLS FOR PALE PEOPLE  
"THE DIETARY" BRAND

## "I PUT EMPHASIS ON GOOD DIGESTION,"

SAYS THIS FAMOUS BOXING COACH



JOHNNY BEIR says: "I smoke Camels steadily myself. With Camels at mealtimes and afterwards, my digestion purrs along smoothly. Smoking Camels speeds up the flow of digestive fluids—alkaline digestive fluids."

#### FOOD EDITOR (left)

Dorothy Malone, says: "The smart new touch is to have Camels on the table from hot drinks through dessert. I find that Camels add a world of pleasure to eating."



In the Senate there is a move toward the latter approach. A resolution has been offered authorizing the President to appoint a commission to study unemployment and relief. It is sufficiently broad to utilize the various agencies now delving into facts, figures and other characteristics of the relief load.

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"It is generally assumed that the definition of a gainful worker as a person who is usually employed at an occupation yielding an income is sufficient indication of his condition.

They nearly stripped one 25-7



Other methods proved unavailing, so Patrolman Hughes grabbed a water hose to drive back a curious throng surrounding a filling station on W. Iowa, where strikers had two workers "holed up." Note the grim expression. It soon faded into a smile as the crowd retreated before the water. But they came right back and a squad car had to remove the cornered workers to avoid trouble.

## C. P. RITTELMAYER, FATHER OF NUN, DIES

Victim of Pneumonia; Former  
Building Contractor

Charles Peter Rittelmeyer, retired Memphis building contractor, and father of Sister Theophane, beloved nun and well-known garden enthusiast of St. Agnes Academy, died of pneumonia yesterday afternoon at St. Joseph's Hospital. He was 80.

Mr. Rittelmeyer, who came to Memphis in 1910 from Jackson, Miss., retired in 1938. He had been in ill health for some time.

Born in Holly Springs, Miss., he moved to Jackson as a young man and conducted a confectionery there. He married the late Genevieve Clark, a granddaughter of Charles Samuel Clark, governor of Mississippi during the Civil War.

Besides his daughter, he leaves three grandchildren, Charles William and Robert Leont Rittelmeyer, and Mrs. Marie Murray, Memphis.

ged from the city twice.

#### Former Railroader

First working in railroad shops, he later went on the river, serving as engineer with almost all of the famous packets for 38 years. Twenty-six years ago he became a steam engineer with the city schools, working at Tech High before going with Peabody.

He was a lifelong communicant of St. Peter's, was a Knight of Columbus and a charter member of both the Marine Engineers Beneficial Association and International Order of Steamboat and Operating Engineers.

He leaves his wife, Mrs. Catherine Lory Heffernan; a son, John Lory Heffernan; two grandsons, Thomas Lory and Bobbie Lee Heffernan. His seven nephews will be pallbearers.

Funeral cortege will leave Collins Funeral Home at 7:30 a.m. tomorrow for St. Peter's, where mass will be said at 9 a.m. Burial will be in Calvary Cemetery.

## MRS. ELLIE H. MOSS DIES WITH PNEUMONIA

Mrs. Ellie Haynie Moss, active worker in Bellevue Baptist Church, and wife of the late R. Jesse Moss,



Who Buy One of These Famous

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(America's Finest)

# GAS RANGES

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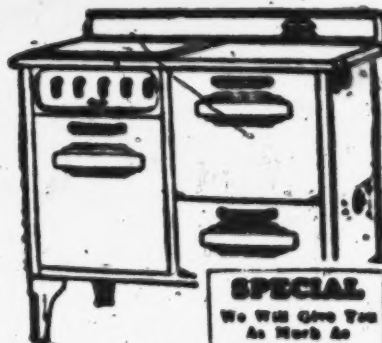
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Revolutionizing Modern Cooking!**

**DIVIDED COOKING TOP**, readily removable, provides more space for cooking vessels.

**SWING-OUT BROILER**—Opening the door swings the broiler with contents out and away from the hot flame, convenient height lets you stand comfortably erect.

**NEW HIGH-SPEED OVEN**—New principle High-Speed Semi-Direct-Action Oven, with exclusive "Cross-Fire" Burner, bakes and cooks faster with less gas consumption.

**"SKYSCRAPER CONSTRUCTION"**—A radical reversal of ordinary range construction—a strong steel interior frame supports the removable outer-porcelain enamel parts.



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New Magic Chef!

Above Illustrated Magic  
Chef with FREE Blue  
Coffee Maker and Tray to  
YOL SA for only—

**\$5 CASH**

**\$3<sup>65</sup> PER  
MONTH**

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**843 Union**

Look for the LOGAN END  
WHILE before you buy  
YOUR GAS RANGE

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Antifrs' Exhibit 79.

1421

# ng Employables in Nation

'TERRIFIC HAPPINESS,' SAYS MARY



Two larks couldn't look any happier than Mary Astor and Manuel Del Campo. In this picture of the bride and groom in Miss Astor's Tolara Lake home at their first reunion since their elopement Feb. 18. Del Campo had just returned from Mexico.

Miss Astor invited movie colony friends in for ice cream and cake and to meet her third husband. They were "terrifically happy," they said.

The male residents of many Philippine provincial towns were conscripted without pay to save coconut trees and rice, corn and sugar crops from locust hordes.

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IT MUST BE O. K."

## O. K. MARKET

Quality Foods and Fast,  
Courteous Service

SPECIALS TODAY AND  
WEDNESDAY

BEEF LIVER . . . Lb. 18c

ROUND STEAKS . . . 33c

BACON . . . Lb. 33c

JEWEL SHORTENING

1-Lb. 15c 1-Lb. 69c

MILK . . . 3 Large 20c

BUTTER . . . Lb. 39c

EGGS . . . Doz. 25c

SALT . . . 3 Bags 10c

TOMATO JUICE . . . 21c

MARSHMALLOWS 15c

COFFEE . . . 17 1/2c

JELL-O . . . 5c

FAST FREE DELIVERY

## O. K. MARKETS

No. 1—1001 Madison . . . 2-1229

No. 2—400 Linden . . . 8-8909

No. 3—237 E. Cleveland . . . 2-8163

No. 4—1002 Madison . . . 7-0000

their first reunion since their elopement Feb. 18. Del Campo had just returned from Mexico.

## TUNICA MERCHANT DIES AFTER STROKE

**R. L. Whittington Was Former  
Cashier of Bank**

R. L. Whittington, planter and organizer of the Whittington Feed & Flour Co. of Tunica, Miss., died of a heart ailment at 8:30 p.m. yesterday at his home in Tunica. He was 65.

Mr. Whittington went to Tunica in 1904 as railroad agent and later was cashier of the Bank of Tunica. From 1914 to 1934, he engaged in farming, and in 1924 he organized the feed and flour company. He was a member of Tunica Baptist Church and was a Mason and a Shriner.

He leaves his wife, Mrs. Mattie Mae Whittington; a son, A. K. Whittington, Tunica; two daughters, Mrs. G. F. Caperton, New York City, and Mrs. W. H. Maynard, Jackson, Miss.; four sisters, Mrs. O. P. Elliott, Greenwood, Miss.; Mrs. Ada Whiteside, Dallas, Texas; Mrs. Junie Crawford, Hickory Flat, Miss., and Mrs. Jim Coltharp, Myrtle,



# Jobless Census Not Best Means of Determining Empl

## WHY NOT HAVE U. S. JOBLESS MAKE SURVEY?

Unless More Than a Count  
Of Jobless Is Obtained,  
Census Is Useless

By ROBERT R. BROWN  
Press-Scimitar Staff Writer

WASHINGTON, March 9.—An insistent demand for an unemployment census has been heard since 1934. Proponents declare that the administration is working in the dark and that efforts to effect the cure of dependency have been hampered by a lack of facts.

What the nation needs, these supporters say, is a tabulation of those without jobs, showing how many there are, how long they have been out of work, what industries they come from, and what work they are fitted to do.

There is little doubt that such a survey would be helpful, but without the additional information as to the causes of unemployment, the effects of it on the social and economic structure, and the possibilities of definite methods to conduct it, the census would prove sadly inadequate.

Census technique must be exceedingly simple. It can go no further than supply answers to stated questions. It takes time, so much that in the rapidly shifting picture of American production it might well be out of date before completed. It costs money, the price of the currently contemplated tabulation being placed at 20 million dollars.

—Carl Sauer News

To do a census on unemployment now, without reference to all the subjects in dispute, appears to

## Girl Pickets in Action Yesterday at Plant



ONE WORKER WAS SLIGHTLY INJURED IN YESTERDAY'S SCUFFLE



## REFINANCE PLAN PASSES DESPITE THREAT OF VETO

Bailey Friends Warn That Bill  
In Its Present Form Is  
Unacceptable

By Associated Press  
LITTLE ROCK, Ark., March 9.—An administration leader here, Gov. Carl E. Bailey probably will veto four bills intended to aid farmers and land owners, the Arkansas Senate yesterday passed a measure appropriating \$100,000,000 for financing highway, bridge and improvement district refunding bonds.

Gov. Bailey and Howell led an unsuccessful fight to amend the bill, during which they asserted it would curtail activities of the present refunding board, provide for employment of an unnecessary official and be held unconstitutional if passed in court.

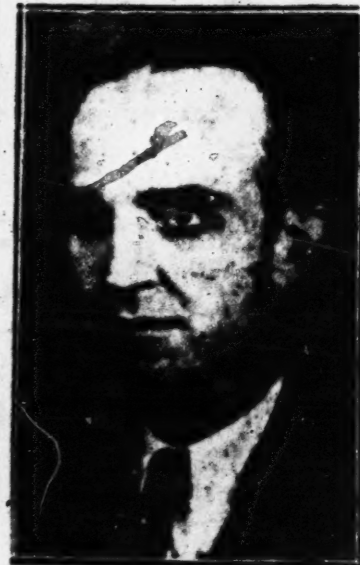
Senators of Tennessee, describing their objections a "a tempest in a teapot," denied the bill would upset the present refunding board's activities, and added:

Veto Predicted

"There has been strong representation made to the governor that the Harris-Bayer bridge bill, the Pugh-Dillon bill to aid improvement districts in Pulaski County, the Kinney bill to reduce automobile license fees and the Milum bill to reduce the gasoline tax will violate the 1936 refunding act.

"It is likely that the governor will have to veto all of these measures. If the refinancing program provided for in this bill is carried out, we can convince the bondholders they will be protected, come back here in special session and take care of these other measures."

## ON ELECTION BOARD



ROBERT JOHNSON

Robert Johnson of Elizabethton is the new Republican on the Tennessee Election Commission. Abe Waldauer of Memphis and Reed Sharp of Nashville are the other two members. Mr. Johnson was elected when the Legislature tossed aside the choice of J. Will Taylor, East Tennessee Republican.

## LABOR AND FARMERS INDORSE COURT BILL

Leaders Pledge Support After  
White House Conference

By United Press  
WASHINGTON, March 9.—Fifteen Midwest farm leaders and Labor's Non-Partisan League yesterday giving support to President Roosevelt's judiciary program. At the same time, Senate opponents charged high administration officials with "unwarranted activities" by the

# ing Employables in Nation

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The farm group announced its support of the court program after conferring with Mr. Roosevelt. They declared "agriculture's greatest progress has been thwarted by the Supreme Court."

## EXCUSE ORIGINAL, X-RAY SPOILS IT

By United Press

PEABODY, Mass., March 9.—Teachers at Wallis School had to admit that the excuse 13-year-old Mustafa Trod gave for not staying after school was original.

Mustafa told Principal Joseph Olinmore that he wouldn't be able to stay after school as punishment for chewing gum in class because he accidentally swallowed a pen point.

Olinmore called an ambulance and the boy was taken to a hospital. X-ray plates were made of his throat, lungs and stomach, but no pen point was discovered.

## DYNAMITE REPLACES AX, 'CHOPPER HURT

By United Press

WESTERVILLE, Vt., March 9.—Ray Gallant, 43-year-old quarry worker, won't substitute dynamite for an ax the next time he wants firewood.

Gallant was experimenting with dynamite, believing it would be easier to blast the wood to bits than to chop it with an ax.

A charge exploded prematurely and he was taken to a hospital with nose and eye injuries.

## DIESEL TRUCKS POPULAR

By United Press

BERLIN, March 8.—An official count of Diesel-powered vehicles in Germany shows that 10.6 per cent of all trucks are Diesel propelled.

"IT COMES FROM O. K.—  
IT MUST BE O. K."

## O. K. MARKET

Quality Foods and Fast,  
Courteous Service

SPECIALS TODAY AND  
WEDNESDAY

BEEF LIVER ... Lb. 18c

ROUND STEAKS ... Lb. 33c

BACON ... Lb. 33c

JEWEL SHORTENING

1-Lb. 15c 4-Lb. 60c

MILK, Carnation 3 Large Cans 20c

BUTTER, Borden's Lb. 35c

EGGS, Good Large Doz. 25c

SALT, Jefferson 3 Bags 10c

TOMATO JUICE, 21c

MARSHMALLOWS 15c

1-Lb. Box

COFFEE, Breakfast Cup-Lb. 17 1/2c

JELL-O, Assorted Flavors Pk. 5c

FAST FREE DELIVERY

## O. K. MARKETS

No. 1—400 Madison... 1-1200

No. 2—400 Linden... 6-800

No. 3—200 E. Cleveland, 3-800

No. 4—1000 Madison... 7-800

## New Tonic Works Wonders Helps Restore Energy

I DON'T KNOW WHAT'S THE  
MATTER WITH ME. CAN'T  
SLEEP AT NIGHT. HAVE  
NO APPETITE. FEEL DEAD  
TIRED ALL THE TIME.

I FELT LIKE YOU DO NOT  
SO LONG AGO AND TOOK  
PURSANG. IT HELPED  
ME GET WORLDS OF PEP

[fol. 5686] p. 602 NELLY STITES called as a witness on behalf of the plaintiffs, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Ingraham:

Q. Just state your name, please?

A. Nelly Stites.

Q. Where do you reside, Mrs. Stites?

A. 2423 Kensington.

Q. Kansas City, Missouri?

A. Kansas City, Missouri.

Q. Are you married, Mrs. Stites? A. Yes, sir.

Q. Have you any children?

A. I have two children.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed at the Donnelly Garment Company?

A. A little over six years.

Q. In what capacity are you employed?

A. I am an operator.

Q. During the time that you have been employed at the Donnelly Garment Company have you been treated fairly in regard to wages, hours and working conditions?

Objection—immaterial.

A. It couldn't have been better.

Q. Do you know of any employees that have complained about the hours, wages and working conditions at the Donnelly plant?

Objection—immaterial.

A. No, I haven't.

Q. Have you at any time been forced to work at a speed in which you would become exhausted at the close of the working period during the day?

Objection—immaterial.

A. No, sir. That is entirely up to yourself how fast you want to work.

Q. Are the machines adjusted so you have to work at any fixed speed?

Objection—immaterial.

A. No, sir. The machines run on the same order of driving a car. Naturally, the more you push on the treadle the faster it goes, and that is up to you.

Q. And that is true in regard to all the machines that are used by operators?

Objection—immaterial.

A. Yes, sir, it is.

Q. Have you ever seen any employees at the Donnelly Garment Company physically exhausted from their work?

Objection—immaterial.

A. No, sir.

Q. In performing your work are you required to keep up with any other operator?

Objection—immaterial.

[fol. 5687] p. 603 A. No.

Q. Just explain to the court how you work?

Objection—immaterial.

A. Well, our work is brought to us to our machine, and it is up to us to put out that work the way that we want to, that is the time. There is nobody sets any time for you to get a certain amount of work done. When you have finished this bundle it is taken away and others is brought to you but there is no set time when to start nor when to finish it.

Q. And you don't know where the bundle goes?

Objection—immaterial.

A. No, I don't.

p. 604 Q. Do you know of any speed-up system that is in use in the Donnelly Garment Company?

Objection—immaterial.

A. No, sir.

Q. Do you know of any spy system?

Objection—immaterial.

A. No, I don't.

Q. Do you know of any caste system?

Objection—immaterial.

A. No.

Q. Just state to the Court whether or not all the employees use the same entrance, the same elevators?

Objection—immaterial.

A. Why, yes; the operators, the office help, any of the executives, we all ride the same elevator. Well, it is just like one family.

Q. You all use the same cafeteria?

Objection—immaterial.

A. Yes, sir, we do.

Q. I hand you Plaintiffs' Exhibit 30 and ask you whether or not you signed one of these cards?

A. I did.

Q. Did you sign of your own free will?

A. I did.

Q. Did any instructor or superior or anybody in any superior position ask you to sign this card?

[fol. 5688] A. No, they didn't.

Q. Did you see any officer, executive or instructor ask any employee to sign this card?

A. No, sir.

Q. Just state, Mrs. Stites, how this card was given to you?

A. Well, that card was handed to me by the girl that sets next to me and I picked it up and read it and I did not question who had written it or anything. That was my feeling toward it so I signed it.

p. 604a Q. This document has a heading which reads "We, the undersigned, as members of the Donnelly Garment Company wish to make it

known we are positively happy and contented with the positions which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed". Was that your sentiment at the time?

A. Yes, sir, and it is my sentiment now.

Q. Where it has the statement that "We refuse to acknowledge any union labor organization" who did you have in mind in regard to that when you signed that?

A. Well, we had heard rumors that the strikers over at the other garment companies were coming over to our place of business next and they told us they were going to get us and we wanted to express our sentiment to our employer how we felt about our working conditions and that we were perfectly happy and we did not want any interference from someone else.

Q. Did you mean by that, somebody on the outside?

Objection and motion to strike the answer—not responsive.

A. On the outside.

Q. Well, state whether or not you meant some outside labor organization?

p. 605 A. We did mean some outside labor organization.

Q. Did any officer, executive or person in the position of hiring or firing ever make any statement to you in regard to union labor?

A. Nobody, no sir.

[fol. 5689] Q. Did you ever hear any statements made by any officer, executive or person in the position to hire or fire, that in any way disclosed that the company had any interest in whether or not you joined or didn't join any labor organization?

A. No, sir.

Q. You stated you were an operator, Mrs. Stites?

A. Yes, sir.

Q. Would you please state what you earn per week?

A. Well, just what do you mean? Approximately?

Q. Approximately, yes.

A. Well, I earn all the way from \$25.60 to \$46.00.

Q. Will you state what your wage guarantee is per week? A. \$25.60.

### Cross Examination

By Mr. Tyler:

Q. Mrs. Stites, are you a member of the Donnelly Garment Workers Union. A. Yes.

Q. Did you join of your own free will and accord?

Objection—immaterial.

A. I did.

p. 606

Q. Do you know of any instance or any time, Mrs. Stites, when your employer or any of the people who hire and fire down there threatened any employee or promised any employee anything or ever hinted to any employee what they should do about the Donnelly Garment Workers Union?

A. No, sir.

p. 612

Q. At the time you signed Exhibit 30 which you referred to there had been no talk in the shop at all about organizing any union of your own, had there? A. No, sir.

Q. State whether or not at the time you signed Exhibit 30 there had been or had not been any talk around the Donnelly plant about organizing a plant Union?

A. No; we had never discussed a union at all when that was signed.

Objection is made to all questions and answers and offers of exhibits of the testimony of John B. Bachofer contained in pages 1 to 18 inclusive herein (pages 716 to 815 Judge Miller record) and pages 1, 2 and 3 following herein (Judge Miller testimony 848, 852 inclusive) and all ex-

hibits attached hereto for the reason that said testimony and said exhibits are immaterial.

[fol. 5690]

JOHN B. BACHOFER

p. 716 called as a witness on behalf of the plaintiffs, -  
having been first duly sworn, was examined  
and testified as follows:

### Direct Examination

By Mr. Hogsett:

Q. State your name please, to the Court?

A. John B. Bachofer.

Q. Where do you reside, Mr. Bachofer?

A. At 6441 Holmes, Kansas City, Missouri.

Q. What is your occupation?

A. I am a certified public accountant.

Q. How long have you been a certified public accountant?

A. Since January, 1934.

Q. Are you a member of any national association of your profession?

A. I am a member of the American Institute of Accountants and the National Association of Cost Accountants.

Q. What, if any connection do you have with the plaintiff companies?

A. I am acting as comptroller.

Q. And how long have you had that connection with them?

A. For about a year.

Q. Now I hand you what has been identified in this record as Plaintiffs' Exhibits 34 and 35, being the plaintiffs' contracts with their employes and ask if you have examined those contracts and made a comparison of them with contracts between the International and certain manufacturers?

A. Yes.

Q. Now, I hand you what has been furnished to us by Mr. Walsh as copies of the International's contracts with these companies, Bieberman Brothers, Ginsberg & Sons, Inc., Practical Frocks, Inc., Gernes Garment Com-

p. 717

pany, Gordon Manufacturing Company, Missouri Garment Company, Liberty Frocks, Inc., and Mayfair Manufacturing Company, and will ask whether you have made a comparison and an analysis of the terms of the Donnelly contract with their employes as compared with each of these eight contracts that you hold in your hand?

(1)

[fol. 5691] A. I have.

Mr. Bachofer Recalled

p. 778 By Mr. Hogsett:

Q. Mr. Bachofer, to bring back to mind the testimony that you gave on Saturday, you testified that you were a certified public accountant and that you had made a comparison as between the Donnelly Garment Company and Donnelly Sales Company's contracts with their employees and the contracts represented by the copies in Exhibit 99 being 8 contracts between the International and 8 other companies. Do you remember that?

A. Yes, sir.

p. 779 Q. Now, you say you have made a comparison of the rates of pay, wages, hours and other conditions of employment in the Donnelly contract and the same matters in each of these 8 contracts in Plaintiffs' Exhibit 99, is that right?

A. Yes, sir.

Q. Have you embraced the result of that comparative analysis in written form?

A. Yes, sir.

(Document marked Plaintiffs' Exhibit 105 for identification).

Q. I hand you Plaintiffs' Exhibit 105 and ask you if you identify that as the written statement of that comparative analysis?

p. 780

A. Yes, sir.

Q. I notice this exhibit seems to be an original affidavit. This, in fact, was your affidavit used before the three judge hearing of this Court?

A. Yes.

p. 781

Q. Now, Mr. Bachofer, I wish you would take this analysis and read the material parts to the Court.

p. 784

Q. (By Mr. Hogsett) Now, Mr. Bachofer, will you kindly read to the Court this Exhibit 105 and I suggest that in the interest of saving time, although I offer the entire exhibit, you omit that part on the first and perhaps the second page which merely describes these contracts because they are already before the Court. I suggest that you begin with the words "In connection with the summary of these contracts."

(2)

[fol. 5692]

A. (Reading) "In connection with the summary of these contracts as given below, it is to be observed that the contracts are not uniform in their classification of labor, and for that reason I have adopted a classification which, in my opinion, most nearly fits all the contracts and makes comparison possible. In this summary, labor has been classified as follows: Cutters, Markers, Spreaders, Piece Workers, Week Workers, Apprentices."

Q. Now, at this time you are dealing with the general subject of cutters?

p. 785

A. That's right.

Q. And are comparing eight or nine contracts with reference to the wages provided for that class of labor, until you tell us something different?

A. That's right.

Q. Go ahead.

A. (Reading) "Cutters. The Donnelly Contract specifies minimum weekly wages of \$42.50 for 'A' Class Machine Cutters.

"The Missouri Contract states that 'wages for Cutters and Spreaders shall be not less than the wages received by them at present.'

"The Gordon Contract states that 'the wages for Cutters shall be not less than the wages received by them at present.'

"The Liberty Contract states that 'the wages for Cutters shall be not less than the wages received by them at present.'

"The Gernes Contract states that 'the scale for Cutters shall be determined with relation to the rate and scale in general effect in the industry as applied to local conditions and circumstances.'

"The Mayfair Contract states that 'the Cutters shall receive an increase of not less than ten per cent (10%) beginning June 30, 1937, above the wages they receive at present.'

p. 786

"The Practical Frocks Contracts stipulates those cutters receiving \$25.00 per week are to receive a \$3.00 increase; those receiving \$22.00 per week are to receive a \$3.00 increase; those receiving less than \$22.00 per week are to receive a \$2.00 increase.

"The number of employees falling into these different classifications and the base wages are not given.

"The Ginsberg Contract stipulates actual weekly wages of from below seventeen (\$17.00) dollars to twenty-three (\$23.00) dollars and above.

(3)

[fol. 5693]

"The Biberman Contract stipulates minimum weekly wages of thirty-five (\$35.00) dollars for 1937 and thirty-eight (\$38.00) dollars beginning January 1, 1938. The Donnelly rate is \$42.50 per week.

"It will be noted that the Missouri, Gordon, and Liberty Contracts merely provide that the cutters shall not receive 'less than the wages received at present.' What these wages are is not disclosed except as they may be in part

reflected by the wages paid to other employees.

"The Gernes Contract provides that the scale shall be determined in relation to the rate and scale in general effect in the industry as applied to local conditions and circumstances. What this scale is cannot be determined from the contract.

p. 787

"The Mayfair Contract provides for a ten per cent increase above 'the wages they receive at present.' What these wages are is not disclosed except as they may be in part reflected by the wages paid to other employees.

"The Gernes Contract provides that the scale shall be determined in relation to the rate and scale in general effect in the industry as applied to local conditions and circumstances. What this scale is cannot be determined from the contract.

"The Mayfair Contract provides for a ten per cent increase above 'the wages they receive at present.' What these wages are is not disclosed except as they may be reflected in wages paid other employees.

"As stated, the Practical Frocks Contract stipulates 'those cutters receiving \$25.00 per week are to receive a \$3.00 increase; those receiving \$22.00 per week are to receive a \$3.00 increase; those receiving less than \$22.00 per week are to receive a \$2.00 increase.' From this it appears that an actual weekly wage of \$28.00 is provided for some of the cutters; an actual weekly wage of \$25.00 is provided for some of the cutters; [an actual weekly wage of \$25.00 is provided for some of the cutters;] and an increase of \$2.00 is to go to those receiving less than \$22.00 per week. The number of persons affected by these raises cannot be ascertained from the contract and the number who may be receiving less than \$22.00 is

p. 788

not given; neither are their then present wages given but it clearly appears that the highest wages paid are \$28.00 and from that they grade down to an unknown amount.

"The Ginsberg Contract as stated stipulates that cutters who have been receiving \$19.00 per week and above shall receive an increase of \$4.00; cutters receiving between \$15.00 and \$19.00, an increase of \$3.00; cutters receiving below \$15.00 per week, an increase of \$2.00, but here again the number of cutters falling within the respective classifications is not given, but it is apparent that some of the cutters employed receive \$15.00 per week; that other cutters had been receiving between \$15.00 and \$19.00, and that other cutters had been receiving \$19.00 per week.

(4)

[fol. 5694]

There may also have been cutters who have been receiving more than \$19.00, but how many there are is not disclosed. But the contract clearly indicates that some of the cutters had been receiving below \$15.00, but how much they received is not shown, and hence their present wages cannot be ascertained.

"As stated, the Biberman Contract stipulates a minimum weekly wage for cutters of \$35.00 for 1937, and \$38.00 for 1938."

Mr. Hogsett: Now, you have finished with the subject of cutters in all of these eight or nine contracts?

A. Yes, sir, that is right.

p. 789

Q. By Mr. Hogsett: Mr. Bachofer, at the noon recess you had finished dealing with the wages of cutters in all of the nine contracts, is that right?

A. That's right.

Q. Now, is it not a fact, summing up what you said, that the \$42.50 for the cutters in the Donnelly plant is in excess of the minimum

or wages fixed in any one of the eight contracts?

A. That is right, insofar as those wages are shown in those contracts.

Q. Go ahead with the next subject of your analysis?

A. The next subject is markers (Reading) "The Donnelly, Missouri, Gordon, Liberty, Gernes, Mayfair, Practical Frocks, and Ginsberg Contracts do not specify a distinct wage rate for workers of this classification.

"The Biberman Contract stipulates minimum weekly wages of forty dollars and fifty cents (\$40.50) for 1937, and forty-three dollars and fifty cents (\$43.50) beginning January 1, 1938."

p. 890 Q. Now, that is the sum and substance of all you find in any of the contracts on the subject of markers?

A. That's right.

Q. In other words, to sum that up, there is only one contract, The Biberman Contract that mentions any such group or classification of labor?

A. That is right.

Q. Go ahead with the next subject.

(5)

[fol. 5695] A. Spreaders or Stretchers (Reading) "The Donnelly Contract stipulates a minimum weekly wage of thirty-three (\$33.00) dollars to Stretchers.

"The Gernes, Mayfair, Practical Frocks and Ginsberg Contracts do not specify wages paid to Spreaders or Stretchers.

"The Missouri Contract states that the wages for Spreaders shall be not less than the wages received by them at present. What their present wages are is not disclosed.

"The Gordon Contract states that 'the present male spreaders in the cutting department

shall be paid at the rate of twenty dollars per week beginning July 1, 1937.'

"The Liberty Contract states that girl spreaders in the Cutting Department are to receive one dollar and fifty cents (\$1.50) increase above the wages received by them at present. What their present wages are is not disclosed.

"The Biberman Contract stipulates minimum weekly wages of twenty-four dollars and thirty cents (\$24.30) for 1937, and twenty-seven dollars and thirty cents (\$27.30) beginning January 1, 1938."

p. 791

Q. Now, that covers the subject of spreaders or stretchers in all of the contracts as far as that subject is dealt with?

A. Yes.

Q. Now, I will ask you whether the Donnelly minimum weekly wage of \$33.00 to Stretchers is in excess of the wages in any one of the eight contracts which you are comparing, where there is any reference at all to wages in those contracts?

A. Yes.

Q. Go ahead with the next subject.

A. Piece Workers (Reading) "The Donnelly Contract stipulates the following minimum weekly wages for piece workers:

Note: In the following classification of minimum weekly wages paid to piece workers under the Donnelly Contract, groups are defined as follows: Group 1 workers are those who work a portion of their time on garments selling above \$45.00 per dozen, and work the remainder of their time on garments selling at \$45.00 per dozen and below; Group 2 workers are those who work on garments selling at \$45.00 per dozen and below; Group 3 workers are those who work exclusively on lower price cotton garments.)" I might add that here follows the tabulation that shows the amounts

p. 792

guaranteed as a minimum weekly wage to these various people and it is in tabulated form.

Q. You mean guaranteed by the Donnelly Contract?

(6)

[fol. 5696] A. By the Donnelly Contract. (Reading)

**"Operators**

40% of Group 1 operators		\$25.00
30% of " 1 "		22.50
30% of " 1 "		20.00
40% of " 2 "		20.00
30% of " 2 "		18.00
30% of " 2 "		16.50
40% of " 3 "		18.00
60% of " 3 "		16.50

Machine Pressers \$30.00

**Hand Ironers**

40% of Group 1 Hand Ironers		\$25.60
30% of " 1 " "		22.50
30% of " 1 " "		20.00
40% of " 2 " "		20.00
30% of " 2 " "		18.00
30% of " 2 " "		16.50
40% of " 3 " "		18.00
60% of " 3 " "		16.50

**Folders**

40% of Group 1 Folders		20.00
60% of " 1 "		18.00
40% of " 2 "		18.00
60% of " 2 "		16.50

**Miscellaneous Piece Workers—(Includes belt-turners, workers in Notion Department button hand-sowers, etc., not included above.)**

50% are guaranteed a minimum of	18.00
50% " " " " "	16.50

"The above wages under the Donnelly Contract are minimum wages."

Q. That is the minimum wage?

p. 793

Q. These operators of all classes, and hand ironers and machine pressers and folders are all piece workers with these respective guaranteed minimums?

A. Piece workers include the Notion Department, button hand-sewers, and so forth. (Reading) "The Missouri Contract states that the piece rates for piece workers shall be set at a basis whereby not less than seventy per cent (70%) of the non-apprentice female workers in the different departments of the shop shall be able to earn not less per week than thirteen (\$13.00) dollars.

[fol. 5697]

(7)  
"Elsewhere in the contract provision is made for a minimum weekly wage of thirteen (\$13.00) dollars per week for a female worker of 'normal speed and ability.' Therefore, thirty per cent (30%) of the piece workers under the Missouri Contract have no minimum wage if they are not of 'normal speed and ability.'

"The Gordon Contract states that the piece rates for piece workers shall be set at a basis whereby not less than seventy per cent (70%) of the non-apprentice female workers in their Kansas City plant shall be able to earn per week not less than thirteen (\$13.00) dollars.

p. 794

"Elsewhere in the contract provision is made for a minimum wage of thirteen (\$13.00) dollars per week for a female worker of 'normal speed and ability'. Therefore, thirty per cent (30%) of the piece workers have no minimum weekly wage if they are not of 'normal speed and ability.'

"Special provision is made that in the Richmond, Missouri, plant that the minimum weekly wage of a female worker of 'normal

speed and ability' shall be \$11.00. Another clause provides that 'the piece rate for piece workers shall be set at a basis whereby not less than sixty per cent (60%) of the non-apprentices shall be not less than six (\$6.00) dollars per week for a girl for the first six weeks of her apprenticeship.'

"The Liberty Contract states that piece rates for piece workers shall be set at a basis whereby a worker of 'average speed and ability' in the Kansas City plant shall be able to earn per week not less than \$13.00.

"Piece rates in the Lexington, Missouri, factory 'shall be the same as those set for piece workers in the Kansas City factory and the workers shall be paid in accordance with their productive ability.' Workers, therefore, who are not of 'average speed and ability' do not have a minimum weekly wage at Kansas City and workers at Lexington, Missouri, have no minimum wage.

p. 795

"The Gernes Contract states (paragraph 8) 'the wages scale for female workers in the employ of the employer shall be not less than \$13.00 per week for a worker of normal efficiency and ability.' This does not guarantee \$13.00 a week, but is merely a wage scale where a person of 'normal speed and ability' can earn that amount. The contract further recites 'the present prices for piece workers shall remain intact and shall be based on a basis that not less than 75% of the workers in the different departments of the shop shall be able to earn not less than \$13.00 per week per capita.' In establishing this base rate for piece workers so that 75% of them may be able to earn not less than \$13.00 per week per capita, there is a further provision that the base rate for piece workers shall be determined with relation to the rate in general

effect in the industry as applied to local conditions and circumstances.

(8)

[fol. 5698]

"The Mayfair Contract states that the piece rates for piece workers shall be set at a basis whereby not less than seventy-five per cent (75%) of the female workers in the different departments of the shop shall be able to earn not less than thirteen (\$13.00) dollars per week. Elsewhere in the contract it states that thirteen (\$13.00) dollars per week shall be the minimum wage for female workers of 'average speed and ability.' Therefore, twenty-five per cent (25%) of the piece workers, if they are not of 'average speed and ability', do not have a minimum weekly wage.

p. 796

"It will be noted that the Donnelly Contract provides an absolute minimum of \$16.50 per week for all of its employees. Upon the other hand, the above contracts—namely, Missouri, Gordon, Liberty, Gernes, and Mayfair—only provide that rates shall be so fixed that a worker of normal speed and ability in Kansas City can earn \$13.00 per week, and workers in the plants outside of Kansas City can earn \$11.00 per week—that is to say, the worker of average speed and ability is to receive what she earns. Whether they earn more than \$13.00 per week or less than \$13.00 per week, their earnings are measured by the amount of work done and at the scale fixed. If their earnings fall below \$13.00 then there is no provision that they shall be paid \$13.00. There is, therefore, no guaranteed minimum to workers of normal speed and ability as individual workers.

"Moreover, in the Gordon and Missouri contracts it is stipulated that the rates shall be so fixed that 70% of the non-apprentice females shall be able to earn not less than \$13.00. In the Gernes and Mayfair contracts the stipulation is that the rates shall be so

p. 797

fixed that not less than 75% of the female workers shall be able to earn not less than \$13.00 per week.

"Manifestly, therefore, it is contemplated from 25% to 30% of the employees in the plants named will not be able to earn \$13.00. If I am correct in this conclusion, there is then no real minimum guarantee to any individual employees in the plants last above named.

"The foregoing contracts are all with Kansas City concerns.

"Practical Frocks, Inc., is located in Elizabeth, New Jersey. The characteristic of the Practical Frocks contract is that it merely provides for an increase of wages above those then received but in no case states the wage rates in effect at the time the contract was made. As has been previously pointed out, in the cutting department the provision is that there are to be certain raises above the prices paid which seems to indicate that there were some cutters who received less than \$22.00 per week. The contract provides that week workers earning less than \$10.00 per week shall receive an increase of \$1.50 per week. All other week workers earning above \$10.00 per week shall receive an increase of \$1.00 per week. What the wages were then is not disclosed, but it is evident that some of the workers were receiving less than \$10.00.

(9)

[fol. 5699]

"As to piece workers, the provision is that they shall receive an increase of ten per cent on the piece rates existing in the shops of June 14, 1937. What these piece rates were is not disclosed. No minimum is guaranteed.

"Some indirect light may be thrown upon the probable piece work prices by considering the fact that the contract shows that there were evidently workers who had been earning less

p. 798

than \$10.00 per week, as is shown by the provision that workers earning less than \$10.00 per week were to have a raise of \$1.50 per week, and the further fact that there must have been cutters who received less than \$22.00 per week, for it is provided that cutters receiving less than that amount were to receive an increase of \$2.00 per week.

"The Ginsberg contract does not specify any definite actual or minimum wage to be paid to piece workers. It merely states that 'all piece workers shall receive an increase of fifteen per cent (15%) on all piece rates existing in the shop as of March 16, 1937' and 'if any worker earns eight (\$8.00) dollars per week or less on such rates, then twenty per cent (20%) instead of fifteen per cent (15%) shall be added to their weekly earnings.' What these previous earnings were is not disclosed, but attention is called to the fact that some of the workers must have been receiving less than \$8.00 per week because the provision appears that 'such workers shall receive an increase of 20% instead of 15%'.

p. 799

"The Biberman contract does not specify a definite minimum rate of pay for piece workers. It states that 'the employer agrees to increase all piece work wages by ten per cent (10%) as of February 1, 1937, and to make an additional increase of five per cent (5%) on January 1, 1938, for all persons employed as "front makers." All other operators shall also be entitled to the additional five per cent (5%) increase as of January 1, 1938; if their earnings are less than the earnings of the front makers.'

"What the wages for these piece workers were, which were to be increased by the percentages above stated, is not disclosed. However, where the Biberman contract does set out specific wages, as in cutters and

spreaders, the minimum wage scale is below the wage scale of the Donnelly Company."

Q. You have dealt now with the provisions for piece workers in all of these nine contracts, have you not?

A. Yes, sir.

Q. Do you find a single one of the eight contracts in Exhibit 99 which has provisions for wages as high as those in the Donnelly Contract?

(10)

[fol. 5700] A. No, sir.

Q. Proceed with the next subject.

A. (Reading) "Week Workers. The Donnelly Contract specifies minimum weekly wages for the following week workers:

Group 1 Examiners	\$21.00
Group 1 Dividers	22.50
Group 2 Dividers	20.00
Group 1 Mechanics	42.50
Group 2 Mechanics	40.00
Mechanics' Helpers	25.00
Work Distributors	From 20.00 to 25.00
Janitors and Maids—	
Experienced	18.00
Bundle Boys	16.50 to 18.00
Group 2 Examiners	18.00

p. 800

"The Missouri contract states that thirteen (\$13.00) dollars per week shall be the minimum weekly wage for a female worker of 'normal speed and ability' and excludes all employees who are not actually engaged in the making of garments.

"The Gordon contract states that thirteen (\$13.00) dollars per week shall be the minimum weekly wage for a female worker of 'normal speed and ability' and it excludes employees not actually engaged in making garments.

"The Liberty contract states that thirteen (\$13.00) dollars per week shall be the mini-

imum wage for a female worker of 'average speed and ability'.

'The Gernes contract states that thirteen (\$13.00) dollars per week shall be the wage scale for female workers of 'normal efficiency and ability' and it excludes employees who are not actually engaged in making garments.

'The Mayfair contract states that thirteen (\$13.00) dollars per week shall be the minimum wage for a female worker of 'average speed and ability'.

'The Practical Frocks contract, after stipulating wages for the Cutting Department, states: 'All other week workers earning less than ten (\$10.00) dollars per week shall receive an increase of one dollar and fifty cents (\$1.50) per week. All other week workers earning about ten (\$10.00) dollars per week shall receive an increase of one (\$1.00) dollar per week'. This contract, therefore, states no minimum for these week workers.

'The Ginsberg contract does not specify definite actual or minimum wages to be paid week workers except such as are governed by 'All other week workers except cutters, for whom increases were provided above, shall receive an increase of twenty per cent (20%) on their salaries as of March 16, 1937, if such salaries were eight (\$8.00) dollars or less, and an increase of fifteen per cent (15%) if their salaries were above eight (\$8.00) dollars per week.'

(11)

[fol. 5761] 'The Biberman contract specifies that fourteen (\$14.00) dollars shall be the minimum weekly wage to go in effect on January 1, 1938, except that those workers who are receiving less than fourteen (\$14.00) dollars per week shall receive an immediate increase of one dollar (\$1.00) per week and a further increase equal to one-fourth ( $\frac{1}{4}$ ) of the dif-

ference between the existing wage and the fourteen (\$14.00) dollar wage every three months thereafter, so that such workers shall thus be brought up to a minimum wage of fourteen (\$14.00) dollars per week within a year after the date of the signing of the contract."

Q. You have now dealt in full with all the provisions of the nine contracts respecting week workers, have you?

A. Yes, sir.

p. 802. Q. I will ask you whether or not the guaranteed minimums for week workers in the Donnelly Contract exceeds those in any one of the eight contracts in Plaintiffs' Exhibit 99?

A. It does.

Q. Proceed with the next subject.

A. Apprentices, (Reading) "Under the Donnelly contract, apprentices are guaranteed a minimum weekly wage during the full term of their apprenticeship as follows:

Beginner Operators	\$16.50
Beginner Hand Ironers	16.50
Beginner Folders	16.50
Apprentice Stretchers	18.00
Beginner Dividers	18.00
Mechanic's Apprentices	18.00
Beginners in all lines of work in plant or office	16.50

"Thereafter they are guaranteed the above minimums or in excess thereof depending on their ability and type of work.

"Under the Missouri, Gordon, Liberty, Ger-  
nes and Mayfair contracts, apprentices are to receive wages varying from no minimum to ten dollars and forty cents (\$10.40) per week for the first six weeks of their apprenticeship, and thereafter they are paid on the piece rate basis in accordance with their production and ability.

"Minimum apprentice wages in the various contracts under consideration may be summarized as follows:

p. 803	Donnelly Contract	\$16.50 to \$18.00
	Missouri Contract	7.75
	Gordon Contract	
	(Kansas City factory)	7.75
	Gordon Contract	
	(Richmond, Mo. factory)	6.00
[fol. 5702]		(12)

Liberty Contract	
(Kansas City factory)	No special provisions.
Liberty Contract	
(Lexington, Missouri factory)	6.75
Gernes Contract	10.40
Mayfair Contract	8.75
Practical Frocks Contract	No special provisions as to wages during apprenticeship.
Ginsberg Contract	No special provisions as to wages during apprenticeship.
Biberman Contract	No special provisions as to wages during apprenticeship.

"The foregoing statements were arrived at by me from a careful study of the documents referred to and the conclusions I have set forth, are, in my opinion, true and correct."

Q. That is a summary of the eight contracts as compared with the Donnelly Contract?

A. Yes, sir.

Q. You have covered every classification of workers in all the contracts, have you not?

A. In as far as they are comparable; from data in the contracts themselves.

Q. Do you find a single classification of the workers in any other contracts where the provisions made in the International's contract

p. 804

(with its factory is as good as the provisions made in the Donnelly Contract? Do you find it true in one single instance?

A. Not in these contracts.

Q. So far we have been dealing with eight factories which are, according to the record, producers of house frocks and wash dresses. Now, I hand you what Mr. Walsh has furnished to us as a duplicate of his contract with the Marlene Dress Company and ask you if you identify that and whether you compared that contract, of a so-called silk shop, with the Donnelly Contracts, Plaintiffs' Exhibits 34 and 35? A. I did.

p. 805

Q. Did you reduce to writing the result of your analysis of this Marlene Dress Company Contract and the comparison of that Contract with the Donnelly Contract?

(13)

[fol. 5703]

A. Yes, sir.

(Contract marked Plaintiffs' Exhibit 107 for identification).

Q. I show you a document which the reporter has marked Plaintiffs' Exhibit 107 and ask you if that is that written instrument of your analysis? A. Yes, sir.

p. 806

Q. You may now omit the purely formal part and read that exhibit. I suggest you read beginning with the paragraph "I have prepared and am submitting", and so forth. The rest of that is purely formal.

A. (Reading) "I have prepared and am submitting a comparison of the rates of pay under the Donnelly and Marlene Contracts. The results of my comparisons of wage rates, as shown in these two contracts, are set out below insofar as, in my opinion, a comparison of the wage rates of the various classes of workers specified in these contracts is possible from data within the contracts themselves."

Q. We can save some time there because in the previous exhibit you have stated that ma-

terial very fully and I suggest you skip that part referring to the Donnelly Contract because the Court has just heard it, not over twenty minutes ago.

- A. (Reading) "The Marlene Contract stipulates rates of pay which shall be the basis upon which piece rates shall be established for operators and pressers, and it also stipulates rates of pay for week workers. In stipulating these rates of pay the Marlene Contract states that they are not to go into effect until 'the close of the current season, but in no case beyond June 30, 1937,' There is a further stipulation regarding these rates that 'during those months in which the firm is engaged exclusively in the production of cotton dresses, the minimum wage scales of \$14.00 shall prevail.'"

p. 807

"In arriving at a comparison between these two contracts, it is to be observed, first, that the wages set out in the Donnelly Contract are minimum wages throughout, and that the wages set out in the Marlene contract are "rates of pay"; second, that apparently only a portion of the employees of the Marlene Dress Company are covered or protected by the contract of that company. For instance, in the Marlene Contract, after reciting the various rates of pay, there is a provision that 'arrangements for subnormal producers shall be established to exempt them from the above scales.'

(14)

[fol. 5704]

"Third, that the Marlene Contract does not specify the grade of garments upon which the different classes of operators work. However, it is to be assumed that the Marlene Dress Company produces a better grade of garments and a cheaper grade of cotton garments because of the differentiation in the wage scale paid to operators under Para-

graph 7 of their contract, and for the further reason that there is a special provision in Paragraph 7-D of the contract which reads as follows: 'During those months in which the firm is engaged exclusively in the production of cotton dresses, the minimum wage scale of \$14.00 shall prevail.'

p. 808

"Fourth, The Donnelly Contract classifies its operators in detail, and under Group 1 operators it includes those who work a portion of the time on garments selling above \$45.00 per dozen and work the remainder of their time on garments selling at \$45.00 per dozen and below, and states that 40% of these operators shall receive one minimum wage, that 30% shall receive another minimum wage, and that the remainder shall be guaranteed a different minimum wage. This contract also contains a clause to the effect that approximately 40% of the operators of this group could perform all the sewing on garments selling above \$45.00 per dozen.

"For that reason, therefore, and for the purpose of comparison, I have compared the rates of pay of 40% of Group 1 Operators under the Donnelly contract with the rates of pay of 'operators' under Paragraph 7 of the Marlene Contract, and I have compared the rates of pay for the two 30% groups under Group 1 operators with the rate of pay for the 'low-range' operators under the Marlene Contract.

"In accordance with the foregoing observations, the following is my summary of this comparison: Operators.

"40% of Group 1 operators under the Donnelly Contract are guaranteed a minimum wage of 64¢ per hour, as compared with a rate of pay of 52½¢ per hour under the Marlene contract. 30% of Group 1 operators

under the Donnelly Contract are guaranteed a minimum wage of  $56\frac{1}{4}\%$  per hour, as compared a rate of pay of 40¢ per hour under the Marlene Contract. 30% of Group 1 operators under the Donnelly Contract are guaranteed a minimum wage of 50¢ per hour, as compared with a rate of pay of 40¢ per hour under the Marlene Contract.

p. 809

"For the purpose of a further comparison, by averaging the above rates, we find that the average hourly rate guaranteed to Group 1 operators under the Donnelly contract is 57.475¢ as compared with not a minimum wage but an average rate of pay of 45¢ per hour under the Marlene Contract."

Q. That is all now on the subject of operators?

A. Yes, sir.

Q. Go ahead with the next subject.

(15)

[fol. 5705] A. (Reading) "Pressers. Under the Donnelly Contract machine pressers are to be paid at the rate of 75c per hour. A comparable wage under the Marlene Contract is the rate of 70c per hour for men pressers.

"The Donnelly Contract recites that under the heading of 'Group 1 Hand Ironers' there shall be included those who work a portion of the time on garments selling above \$45.00 per dozen, and work the remainder of their time on garments selling at \$45.00 per dozen and below. It is further specified that the piece work rates shall be the same for all Hand Ironers in this group and are so fixed that at least 40% of the hand ironers shall receive an average minimum of not less than 64c per hour, and that at least 30% shall receive an average minimum of not less than 50 $\frac{1}{4}$ c per hour, and that the remainder shall receive an average minimum of not less than 50c per hour.

p. 810

"Comparing these rates with those for women pressers under the Marlene Contract, we arrive at the following conclusion: 40% of Group 1 hand ironers under the Donnelly Contract receive an average minimum of not less than 64c per hour, as compared with a rate of pay of 50c per hour under the Marlene Contract. 30% of Group 1 hand ironers under the Donnelly Contract receive an average minimum of not less than 56 $\frac{1}{4}$ c per hour, as compared with a rate of pay of 50c per hour under the Marlene Contract. 30% of Group 1 hand ironers receive an average minimum of not less than 50c per hour, as compared with a rate of 50c per hour under the Marlene Contract. Cutters: Under the Donnelly Contract A class machine cutters shall receive a minimum of \$42.50 per week of 40 hours. In terms of an hourly wage this represents a guaranteed minimum of \$1.0625. Under the Marlene Contract top skill cutters receive a rate of pay of \$31.50 per 35 hour week. Reduced to an hourly rate of pay, this represents wages at the rate of 90c per hour.

p. 811

"Under the Donnelly Contract all cutters get \$1.0625 per hour whereas the Marlene Contract specifies a rate of pay for second cutters of \$25.00 per week, which represents 71.4c per hour. The Marlene Contract does not specify what type of work second cutters perform, but if they perform the same work as that performed by A class machine cutters under the Donnelly Contract, then there is guaranteed under the Donnelly Contract a minimum wage of one dollar six and one-fourth cents (\$1.0625) per hour, as compared with a rate of pay under the Marlene Contract of seventy-one and one-fourth cents (\$1.0625) per hour, as compared with a rate of pay under the Marlene Contract of seventy-one and four-tenths cents (71.4c) per hour.

Finishers: The Marlene Contract stipulates a rate of pay of \$14.00 per week for finishers. Converted to an hourly basis, this means pay at the rate of 40c per hour. The Donnelly Contract does not specify a rate of pay for finishers.

(16)

[fol. 5706] "Assuming, however, that by finishers is [mean] piece workers, such as belt turners, workers in the notion department, button hand, sewers, etc., as is specified under the caption of 'Miscellaneous Piece Workers' under the Donnelly Contract, then the guaranteed minimum rate of pay for this type of work under the Donnelly Contract is 45c per hour for 50% of such piece workers, and 41 $\frac{1}{4}$ c per hour for the remaining 50%.

"Again comparing the two contracts on this basis, under the Donnelly Contract 50% of such workers are guaranteed a minimum of 45c per hour, as compared with a rate of pay of 40c per hour under the Marlene Contract, and the other 50% are guaranteed an absolute minimum of 41 $\frac{1}{4}$ c per hour, as compared with a rate of pay of 40c per hour under the Marlene Contract.

p. 812

Examiners: The Donnelly Contract specifies that Group 1 examiners shall include those to whom silks, woollens, and cottons selling above \$45.00 per dozen are regularly assigned for examination, and under the Donnelly Contract such examiners are guaranteed an average minimum of not less than 52 $\frac{1}{2}$ c per hour. Under the Marlene Contract examiners receive a rate of pay of \$14.00 per week, which, converted into an hourly rate, represents pay at the rate of 40c per hour. Therefore, examiners working upon better grade of garments receive a guaranteed average minimum of 52 $\frac{1}{2}$ c per hour under the Donnelly Contract, as compared with a rate of pay of 40c per hour under the Marlene Contract.

"The Donnelly Contract classes as Group 2 examiners those who work on cottons, linens, etc., selling at \$45.00 per dozen and below, and guarantees them an average minimum of not less than 45c per hour. Assuming that some of the examiners under the Marlene Contract do work on cottons, linens, etc., selling at \$45.00 per dozen and below, they receive, like the other examiners, a rate of pay of 40c per hour.

### Special Machine Operators

p. 813

"The Marlene Contract stipulates a rate of pay of \$14.00 per week for special machine operators. Converted to an hourly rate of pay, this represents payment at the rate of 40c per hour.

"The Donnelly Contract does not specify any operators as special operators or any separate rate of pay for special operators. Therefore, it is to be assumed that work similar to that performed by special operators under the Marlene Contract is performed by regular operators under the Donnelly Contract, and for the purposes of comparison they are here compared with Group 1 operators under the Donnelly Contract, as enumerated above. Such comparison is, therefore, as follows:

[fol. 5707]

(17)  
 "40% of Group 1 operators under the Donnelly Contract receive an average minimum of not less than 64c per hour, as compared with a rate of pay of special machine operators under the Marlene Contract of 40c per hour. 30% of Group 1 operators under the Donnelly Contract receive an average minimum of not less than 56¼c per hour, as compared with a rate of pay under the Marlene Contract of 40c per hour; and the remaining 30% of Group 1 operators receive an average minimum of not less than 50c per hour, as

p. 814

compared with a rate of pay under the Marlene Contract of 40c per hour. Converting these last-named comparisons into average hourly rates, Group 1 operators under the Donnelly Contract are guaranteed an average minimum hourly rate of 57.475c as compared with the hourly rate of 40c per hour for special operators under the Marlene Contract.

#### Subnormal Producers

"As has been heretofore observed, the Marlene Contract contains a provision to the effect that 'arrangements for sub-normal producers shall be established to exempt them from the above scales.' What these arrangements are is not shown in the contract, but it is apparent that subnormal producers do not have any minimum wage whatsoever under the Marlene Contract.

"Under the Donnelly Contract, however, all workers irrespective of their efficiency or ability are guaranteed minimum wages, ranging from \$16.50 per week upward, or hourly rates of from 41 $\frac{1}{4}$ c per hour upward. This is in excess of wages payable to many of the workers of normal efficiency and ability under the Marlene Contract.

"Moreover, under the Donnelly Contract apprentices are guaranteed an absolute minimum of \$16.50 per week, or 41 $\frac{1}{4}$ c per hour. This likewise is in excess of the hourly wage paid to many workers of normal productivity under the Marlene Contract.

"The foregoing statements were arrived at by me from a careful study of the documents referred to and the conclusions I have set forth are, in my opinion, true and correct."

Q. Now, have you completed your analysis and comparison of the Marlene Contract with the Donnelly Contract?

p. 815

A. Yes, sir.

Q. Do you find in the Marlene Contract covering operations in the silk shop, a single instance in which the wages provided for any class of workers is as high as those guaranteed in the Donnelly Contract?

[fol. 5708]

A. There is only one single instance where the wages reached the same figure per hour.

Q. That is, not any better. What is that, I did not catch it but name it? Well, if it is going to take time, there is one instance where they pay as much as Donnelly, is that right?

A. For a portion of their group, that is 30% of ours would get as much or the same as their minimum.

Q. Is there any instance in which the silk shop employees under the Marlene Contract get any more than Donnelly?

A. No, sir.

Q. And only one instance where they get as much?

A. That's right.

(18)

[fol. 5709] JOHN B. BACHOFER, recalled, having been previously sworn, further testified as follows:

### Redirect Examination

p. 848 By Mr. Hogsett:

Q. On yesterday, Mr. Bachofer, we introduced the tabulation made by Mrs. Keyes for the year ending October, 1937, just ahead of the three judge trial. Do you recall that?

A. Yes, sir.

Q. Did you at our request prepare a tabulation showing average earnings of piece work operators for the next year after that on a 40 hour basis?

A. Yes, sir. (Tabulation marked Plaintiffs' Exhibit 111 for identification)

Q. Is this Exhibit 111 that tabulation?

A. Yes, sir.

p. 849

Q. You have this tabulation prepared in four columns have you not, first giving the name of the piece work operator, then the total hours worked in that year? A. Yes.

Q. Now, then the total money paid in that year and then the average weekly earnings on the 40 hour basis, is that right? A. Yes; sir.

Q. Now, I notice here at random that these wages on an average for the year run in such amounts as this: \$29.44; \$28.77; \$28.58; \$30.42; \$40.10; \$27.00; \$26.31; \$27.20; \$40.54. Do I correctly understand that that means that these piece work operators averaged and received that amount of money per week for that year.

A. Yes, sir; that means that they averaged that much; their average earnings on a 40 hour basis were that.

Q. I see that this operator, Nina Galardi, who earned \$40.54 worked 2023 hours. How much is that, how many weeks is that?

A. 2023 hours would represent approximately 51 weeks.

Q. So that operator worked not a full year but 51 weeks of the year and earned on the average \$40.54, that is what your statement means?

A. That is right.

Q. Now, that is illustrative of the way the whole thing is prepared, is it now? A. Yes, sir.

(1)

[fol. 5710]

### Recross Examination

By Mr. Walsh:

p. 850

Q. Now, Mr. Bachofer, I will ask you to look at Plaintiffs' Exhibit 109 and tell me again what that is, please?

A. That is a payroll record of March 5th, 1937.

Q. And does that have on it the name—just tell us what that has on it?

A. Well, it has the employees' names and their number and the hours worked and their gross

earnings and deductions for Social Security taxes and insurance and miscellaneous deductions and the net amount paid.

Q. I will have you look at Plaintiffs' Exhibit 110 and ask you what that is?

A. This says "[Employers] including beginners who work exclusively on merchandise selling wholesale for \$45.00 per dozen and below, average earnings of piece work operators for week ending October 30, 1936 to October 22, 1937, on 40 hour basis, name, hours worked, money paid, average hourly rate and average weekly earnings."

Q. Does that exhibit there, that schedule, show all of the names of the employees and the same matters beginning with hours worked as this one, Exhibit 109 does?

A. I could not tell without checking one against the other, Mr. Walsh.

p. 851 Q. Is it supposed to do that? As I understand it, that is one month that is included in this year. A. This is one week.

Q. A week, yes. That is one week that is included in this year. A. Yes.

Q. Is it one week of 1937, that is in Exhibit 109 and is included or supposed to be included in Plaintiffs' Exhibit 110 which takes in the full year?

A. Well, I would assume that every name on this, granted this is a piece work payroll, went in here.

Q. Isn't it a piece work payroll? Look at it and tell us exactly what it is.

A. Mr. Walsh, as far as I can tell, it looks like the piece work payroll. It was a record that was kept before my time down there and that is as far as I can tell.

Q. Did you make this one up? (Referring to Exhibit 110) A. No, sir.

p. 852 Q. Was it made under your supervision?

A. No, sir.

[fol. 5711] Q. Who was the individual who made that up?

(2)

A. Mrs. Keyes.

Q. Who is the individual who made this up?

Q. I am now showing you Exhibit 109. Who is the individual that made that up, if you know?

A. I wouldn't know.

(3)

Objections made to all questions and answers contained on pages 1 to 50 inclusive herein and to all exhibits attached hereto for the reason that said questions and answers and exhibits are immaterial to the issues in this proceeding.

[fol. 5765] Cross Examination of MEYER PERLSTEIN

By Senator Reed:

p. 1938 Q. Tell us again what your territory was?

A. Kansas City, Dallas, Texas, San Antonio. I had Minneapolis and St. Paul, the Twin Cities. There were other cities where shops were located, but I could not visit those cities until a later date.

Q. Your territory embraced what states?

A. The State of Missouri, the State of Texas, the State of Tennessee, the State of Mississippi, and the State of Minnesota.

Q. Your headquarters, however, during all of this period was at St. Louis?

A. It was.

p. 1939 Q. Now, you came to Kansas City at what time in 1934?

A. It must have been in July, 1934.

Q. Where did you stop when you were here?

p. 1940 A. I believe my first stop was at the Baltimore Hotel.

Q. Was there a union office here at that time when you came?

A. It was.

Q. Where was it?

A. It was on Walnut Street; 813 Walnut Street.

Q. Who was in charge there?

A. As far as the local—

Q. No; who was in charge of that office?

A. Abraham Plotkin.

Q. How many people were there employed there?

A. Two.

Q. Who?

A. There was a certain young lady that was secretary.

Q. Who was the certain young lady?

(1)

[fol. 5766] A. I don't remember her name at this time.

Q. Just two of them there?

A. Yes.

Q. And did you make that your headquarters while you were here?

A. I did.

Q. You conducted correspondence from there?

A. I did.

Q. And you generally started to look into the labor situation in Kansas City?

A. I did.

Q. How much of your time did you spend in Kansas City in 1934?

A. I know that a good portion of my time was spent here in this city; I don't know exactly.

Q. A good portion, did you say, of your time?

A. Yes.

p. 1941 Q. Very well. When you weren't in Kansas City where were you?

A. Either in St. Louis or possibly in another city.

Q. In what other city?

A. I believe at the end of 1934, I believe I visited Dallas; possibly visited San Antonio, Texas; I don't remember exactly but I believe I did.

Q. Any other towns that you visited?

A. During that period?

Q. Yes, the rest of the year, from July, 1934 to January, 1935.

A. I visited the Twin Cities.

Q. What?

A. Minneapolis and St. Paul.

Q. Yes?

- A. That is about all, I believe, during the first period, during the first year.
- Q. Now, in 1935, where were you engaged with your work?

(2)

[fol. 5767] A. In several cities.

Q. Well, tell us the cities?

A. The same cities as in 1934, possibly in addition to—I am not sure if I visited Dallas during 1934 or not but I am sure I was there in 1935.

Q. Yes. You were in St. Louis also in 1935?

A. Yes.

Q. Spending about two days a week there ordinarily?

A. Approximately; either two days a week or two days in two weeks; it depended entirely as to how busy I were in the other cities.

Q. During the year 1936 where were you engaged?

A. In the same cities.

p. 1942 Q. Yes. Well, you were in other cities, too, weren't you?

A. Possibly I was, but I wouldn't—

Q. Were you in Memphis, Tennessee?

A. In 1936?

Q. 1936.

A. No, I wasn't.

Q. In 1937 you were there.

A. I believe I was.

Q. Yes, and then you were back in Kansas City also in 1937?

A. I made it very quick; I used to fly.

Q. Very well. That just means you covered more territory?

A. Yes.

Q. You were in Minneapolis and St. Paul in 1936 and 1937?

A. Yes.

Q. And in a general way you had charge of all of the union activities in these cities that you have named?

A. I was in charge of all the activities in connection with the International Ladies' Garment Workers' Union.

(3)

[fol. 5768]

Perlstein - Cross

p. 1945 Q. And your expenses and the expenses of your assistants during 1934 all came from the International headquarters?

A. It did.

Q. In 1935 how many assistants did you have?

A. Approximately the same number

Q. Is it true that the salaries of these assistants and the expenses of these assistants during 1935 were paid by the International?

A. It is a fact.

Q. Is the same thing true now for your assistants and your expenses during the year 1937?

A. It is a fact.

p. 1947

Q. And you make it your headquarters and do your business from there right along, don't you?

A. I do when I am here.

Q. Look at this newspaper, Dated Tuesday, June 8, 1937, this advertisement. You prepared that advertisement, didn't you?

A. This, I sent the material to Mr. Darnish in New York and he wrote it.

Q. And when he wrote it he sent it back to you, didn't he?

A. He did sent it back to me, yes.

Q. And you caused it to be put in the newspapers, didn't you?

A. I did.

p. 1948

Q. And it is signed "International Ladies' Garment Workers' Union; National office 3 West 16th Street, New York City; Kansas City office 1022 Baltimore Avenue; isn't it?

(1)

[fol. 5769] p. 1948 A. It is but—

Q. Well now, it is, isn't it?

A. Yes.

Q. And you put it in the newspaper, that is right?

A. I did.

Q. And it was prepared by who, did you say, in New York?

A. By Mr. Max Darnish.

Q. Is he in the general headquarters down there?

A. He is.

Q. What is his position?

A. He is the editor of the "Justice" and also the head of the publicity department.

p. 1954 Q. Mr. Perlstein, you were in court when Mr. Hogsett introduced some telegrams from Dallas, Texas.

A. I was.

Q. You sent those telegrams?

A. Some of them was surely sent by me; I did not look them over, all.

Q. Some of them were surely sent by you. There was not anybody down there authorized to put your name on telegrams, was there?

A. Sometimes the secretary.

Q. The secretary did it with your authority?

A. Yes, I gave her.

Q. Attached to the transcript of the testimony in the case of Morton Davis versus the International are these telegrams which I have been referring to. I want to call your attention to telegram dated March 20, 1935 addressed to Sander Genis, 345 Loeb Arcade Building, Minneapolis, which reads as follows:

[fol. 5770] (2)  
 "Received your letter, also letter written to me by Schatz. Am sorry I have delayed answer. Stop. I will positively make Minneapolis either Sunday of this week or Monday of next week. We will then take full final action. In the meantime please proceed in getting a better hold on the shop. Meyer Perlstein." It is endorsed "Charge to International Ladies' Garment Workers' Union, 912½ Main Street, Dallas, Texas, main office 1111 Main Street, Dallas, Texas," with the numbers on it. You sent that telegram, didn't you?

p. 1955

**A.** I did.

**Q.** Now, I call your attention to telegram dated March 19th, 1 P.M. "David Dubinsky, President, International Ladies' Garment Workers' Union, 3 West 16th Street, New York City, New York. Manufacturers have [bought] all our contempt cases to court, so court is busy with them the last couple of days. Our girls have made perfect witnesses. Stop. Things in court look more or less favorable. There are possibilities that Morton Davis who secured first temporary injunction should not get a permanent one. Meyer Perlstein. Charge to International Ladies' Garment Workers' Union, 912½ Main Street, Dallas, Texas." You sent that, didn't you.

**A.** I did.

**Q.** Another telegram, 1935 dated March 19th, 12 P.M.: "David Dubinsky, International Ladies' Garment Workers' Union, 3 West 16th Street New York City. If you have not as yet mailed check to Dallas for strike benefit and strike expenses will please do so at once air mail special delivery. Meyer Perlstein. Charge International Ladies' Garment Workers Union." You sent that telegram, didn't you?

p. 1956

(3)

**A.** I did.

**Q.** Another one bearing the same date as those that have preceded; "Mr. David Dubinsky, International Ladies' Garment Workers' Union, 3 West 16th Street, New York City. The hearing of one of the five temporary injunction against us in Dallas was completed today. The judge gave our lawyer all the breaks but decided the case in favor of the manufacturers. Stop. There are four other temporary injunctions pending. Intend to proceed to try them. Want to keep the manufacturers busy in court. The publicity we get out of these injunction hearings gradually awaken more public opinion in our favor,

that is, if public opinion is worth anything. Stop. In St. Louis four of our main people in the conduct of the strike, two men and two women were arrested yesterday and kept for twenty hours. They were kept under the state law which allows the police that length of time for investigation. They were let free Tuesday without any charge filed. The other side is looking to frame up something. Meyer Perlstein. Night letter, charge to Garment Workers." You sent that, didn't you?

[fol. 5771] A. I did.

Q. Another telegram dated March 21, 1935, 9 A.M., main office 1011 Main Street, Dallas, Texas "Ray Owens, International Ladies' Garment Workers' Union, 813 Walnut Street, Kansas City Missouri. Received your letter today. Sending you check for \$100.00. Meyer Perlstein. Charge to International." You sent that telegram?

A. I did.

Q. Who was this Ray Owens?

A. He was the business agent of the union.

Q. Where?

A. In Kansas City.

Q. You sent him the money, did you?

A. Yes.

Q. Where did you get the money?

A. From my revolving fund.

Q. Another telegram, March 21, 1935 "Ray Owens, International Ladies' Garment Workers' Union, 813 Walnut Street, Kansas City, Missouri. Proceed with Duncan hearing. If the other girl wants to do the right thing good and well. Take care of her after the hearing but not before. Meyer Perlstein. Charge International." You sent that telegram, did you?

A. I did.

Q. Who was Duncan? Was there any Duncan hearing?

A. That was a case that we had before the National Labor Relations Board under the NRA against the Stern-Slegman-Prins Company.

Q. And you say in this telegram, I will read it again, "Proceed with the Duncan hearing. If the other girl wants to do the right thing good and well. Take care of her after the hearing but not before." What was the right thing you wanted her to do?

(4)

[fol. 5772] p. 1958 A. We intended to expel her from the union.

Q. All right. I read another telegram "April 2, 1935. Miss Hannah Haskell, 3 West 16th Street, New York City, New York. Please advise the financial department not to forget to send out the regular weekly checks that you are sending to Dallas for the payment of strike benefits. Stop. These strike benefit is paid on Friday of each week. Meyer Perlstein, Charge to the International Ladies' Garment Workers' Union." You sent that telegram?

p. 1959

A. I did.

Q. Another telegram dated April 4, 1935 "Ben Goldberg, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri. Please get touch Dr. Threinman or Cohen and wire if hearing will take place Kansas City Saturday, Meyer Perlstein." You sent that telegram?

A. I did.

Q. Who is Dr. Threinman or Cohen?

A. I believe that had to do with a hearing before the Code Authorities; I don't remember exactly but that is my impression.

Q. You don't remember anything more about them than that?

A. I do not.

Q. Was this Cohen a Dr. Cohen or just Cohen?

A. Cohen, I believe; he was the enforcement officer for the Cloak and Suit Code Authorities.

Q. Cloak and Suit?

A. Yes, sir.

Q. All right, I will read the next telegram:

p. 1960

"Dallas, Texas, April 5, 1935, Mr. Ben Gilbert, 703 North 16th Street, St. Louis, Missouri. Intended to make St. Louis Monday but it will be impossible. Stop. I was cited here for contempt of court and will have to appear in court Monday. Stop. I am leaving for Kansas City tonight and will be back here Monday. Stop. Would want you and Morrey to come to see me in Kansas City Sunday morning or late Saturday night. Please deposit additional \$100.00 to my revolving fund. Meyer Perlstein." You sent that telegram, did you?

(5)

[fol. 5773]

A. I did.

Q. Another telegram "Dallas, Texas, April 5, Miss Hannah Haskell, 3 West 16th Street, New York City, New York." This is from Dallas, Texas "29 strikers were cited for contempt yesterday. Sentence and possibly hearing will be imposed Monday. Stop. Edith Phillips was also cited for contempt yesterday. Sentence or hearing in her case may be imposed Monday. Stop. I finally had to leave my hotel room this morning and citation papers were served. I was brought before the judge and put under bond to appear Monday for contempt proceedings against me. Stop. When I came out of my hotel room this morning I had also a Federal [immigration] officer waiting for me to question me. Stop. I am leaving tonight for Kansas City; will be back for court proceedings here Monday. Signed Meyer Perlstein." You sent that telegram, didn't you? A. I did.

p. 1961

Q. Now, this Edith Phillips referred to is the Edith Phillips that you said was your assistant in St. Louis?

A. She was an organizer.

Q. Working out of the office where you made your headquarters in St. Louis?

A. Yes, she did.

- Q. So Edith Phillips went to Dallas from St. Louis? A. Yes.
- p. 1962 Q. She was arrested there in Dallas?
- A. She was cited for contempt, at least papers were served upon her.
- Q. Cited for contempt of court for violating an injunction in Dallas?
- A. And she was not convicted.
- Q. You were, though? A. I was.
- Q. Now, I will read another telegram: "Dallas, Texas, April 8th. Miss Hannah Haskell, 3 West 16th Street New York City. My case, also Phillips and 29—" I withdraw that last question. This telegram of April 5th which I just read you, you say "I finally had to leave my room this morning." What were you hiding in your room for?
- (6)
- [fol. 5774] A. I wasn't hiding:
- Q. Well, what did you mean when you say you had to leave it?
- A. I had to leave it because they wanted to serve papers on me and I opened the door and I left the room and they served it on me.
- p. 1963 Q. Very well, let the telegram stand as it is. Now the next telegram is April 8th, 1935 "Miss Hannah Haskell, 3 West 16th Street, New York City, New York. My case, also Phillips and 29 strikers cited for contempt postponed until Wednesday afternoon because union lawyer out of town. Stop. If you have not mailed the check please wire money." You sent that telegram? A. I did.
- Q. I will read the next one "May 23, 1935, David Dubinsky, president, 3 West 16th Street, New York City, New York. Saw Lorch St. Louis. Wouldn't do anything. Does not want union. Stop. Myself, committee of state and city federation leaders saw mayor yesterday. Promised to take up matter with city council tomorrow. Stop. President Central Labor Union and one of our men visited most of
- p. 1964

councilmen today." The word here is "Beniment", sentiment, that is what it must be. "sentiment more or less favorable for some action tomorrow. Stop. Manufacturers bringing pressure on counsel not to interfere. Stop. Please wire money today for strike benefits." You sent that telegram, didn't you?

A. I did.

Q. It is signed Perlstein and all of these are marked "Charge to International Ladies' Garment Workers' Union.". I read another telegram "Dallas, May 25, 1935. Main office 1011 Main Street, Dallas, Texas: David Dubinsky, president 3 West 16th Street, New York City. Thousand to eleven hundred dollars per week is minimum they need here to continue. Stop. From this amount strike benefits, special relief, lawyer fees, luncheons to the strikers and strike expenses. Stop. Money received yesterday not sufficient. Please send today additional \$250.00. Stop. City mayor turn matter over yesterday to city attorney for legal advice. Signed Perlstein. Charge to International Ladies' Garment Workers' Union." You sent that telegram?

A. I did.

p. 1965

Q. The next telegram is May 24th. It seems to be out of order. The telegram reads "Dallas, Texas, May 24, 1935. Artie Wilson, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri. Tell members of Local 182 they have no reason to be upset. Stop. If Joint Board will not cover expense of delegate, International will. Stop. Please tell Margaret or Doris to

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[fol. 5775]

give you money for the delegate. I will cover the amount given to you. Stop. Mailing signed check. Stop. Please tell Morrey received his letter. Let him go ahead. Regards." You sent that telegram? A. I did.

p. 1966

Q. I will read another telegram "Dallas, May 25, 1935, Sol Goldberg, International Ladies'

Garment Workers' Union, 813 Walnut Street, Kansas City, Missouri. Am leaving for Kansas City tonight. Believe June 5 all right for meeting." You sent that telegram?

p. 1967

- A. Let us hear the balance of it.
- Q. Signed Perlstein. A. I did.
- Q. Who was Sol Goldberg?
- A. He was a secretary here in 1935.
- Q. Secretary of what?
- A. Of the Kansas City locals.
- Q. I will read another telegram "June 12, 1935, Dallas, Texas. Doris Kling, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis. Please send at once air mail to Dallas union office list of International locals throughout the country. Signed Perlstein." You sent that telegram?
- A. I did.
- Q. Another telegram, "Main office 1011 Main Street, Dallas, Texas, June 12, 1938 Sam Schatz, International Ladies' Garment Workers' Union, 813 Walnut Street, Kansas City, Missouri. Advised yesterday Emily that you turn over neckwear local to Richard of the Amalgamated. They properly belong to this organization. Any expense attached with strike or local must be covered by Amalgamated. Give them all the moral assistance possibly can. Stop. Will stay in Dallas Hotel Adolphus couple of days. Advise developments. Perlstein." You sent that telegram, Did you? A. I did.
- Q. Another telegram, July 8th "Sander Genis,

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[fol. 5776]  
p. 1968

"International Ladies' Garment Workers' Union, Lumber Exchange Building, Minneapolis, Minnesota." It reads "Do not intend to give Solomon any arbitration. Stop. Therefore don't consider it and try [intelligently] to ignore his request for arbitration. Stop. He must accept the same agreement and the same wages and hours the workers are receiving in

Chicago or Cleveland. Stop. It would not hurt if the strike would last a couple of weeks. Stop. Don't settle with him unless you consult me first. Stop. Have wired President Dubinsky to wire you \$200.00. In the meantime you could ask our local to lay out the money and I will take care of same. Stop. Please see that there should be active picketing. Meyer Perlstein." You sent that telegram didn't you? A. I did.

Q. Now, was there a strike going on in Minneapolis at this time? A. Yes.

Q. That was a strike of your garment workers union? A. Yes, a cloak shop.

Q. Very well, but it was the International Ladies' Garment Workers' Union that was putting on the strike? A. Yes.

Q. And who was Solomon?

A. Solomon was the owner of that cloak shop.

Q. And Solomon wanted arbitration, did he?

p. 1969 A. He wanted to arbitrate.

Q. Well, he wanted arbitration, did he?

A. He did. May I explain why?

The Court: Just answer the questions now and your counsel will give you all the opportunity.

Q. He wanted arbitration and you were not going to give it to him, that is right, isn't it?

A. Yes, but there is an explanation with it.

Q. Yes, and then you said "It would not hurt if the strike would last a couple of weeks". You said that, didn't you?

(9)

[fol. 5777] A. I did; there is an explanation also for that.

Q. A man wanted to arbitrate and you would not arbitrate but you wanted the strike to continue a couple of weeks longer anyway, that is the import of this telegram isn't it, that is what you wanted?

p. 1970

A. In this case, yes.

p. 1971

A. There are three cloak shops in Minneapolis. One of them is the Solomon Cloak Shop and for several years the Solomon Cloak Shop refused to pay the Code wages and we had several complaints against him with the Code Authorities and finally when the Code was declared unconstitutional the workers have organized, they have joined the union and have demanded to the employer the code wages and hours, the same wages and hours that prevailed in the cloak industry. There are about thirty-five thousand people employed in the cloak industry who were receiving the same wages and the same hours as established by the code. Mr. Solomon said that he will not pay the wages paid by all the manufacturers; what he wants is to arbitrate if he [shoule] or he should not, so I advised Mr. Genis to tell him that this wage scale is established for the industry and no individual manufacturer can demand the payment of lower wages or the union can afford to refer something that has been established in the industry, to arbitration because whatever the arbitrator may have decided in this case would have affected the wages of thirty-five thousand workers employed in the other shops.

Q. That is all the explanation you want to make?

A. In connection with the arbitration.

Q. What was the reason you wanted the strike to last two weeks longer then instead of having it settled?

p. 1972 A. (Continuing) And before we are making another agreement we want him to know that the workers will not stand for broken promises and we thought by them stopping for another week or two it will do a whole lot of good to establish better relations in the future.

Q. That is you were going to punish him and make him be good?

A. In this case some disciplinary action would do him a lot of good.

(10)

[fol. 5778] p. 1974 Q. Now, I will read another telegram: "July 8th, 1935. Edith Phillips, 703 North 16th Street, St. Louis, Missouri. Please find out if Tobin sent the required letter to Ely-Walker. Stop. Am wondering why I did not receive the copy. Stop. Also wire of any developments there may be. Stop. How are the strike activities. Stop. Advise. Meyer Perlstein." You sent that telegram, didn't you? A. I did.

p. 1975 Q. Well, I will read another telegram, July 29, 1935 from Dallas, Texas: "Sol Goldberg, International Ladies' Garment Workers' Union, 813 Walnut Street, Kansas City, Missouri. Girl from Prins shall be taken in for \$25.00. Stop. This girl should be put to work immediately to help us unionize that shop. Stop. At present we are engaged to win Stern-Slegman-Prins' shop and every worker that was loyal to this firm should be won over by the union to help us in that fight. Stop. After the shops have been unionized and cloak trade as a whole will be union trade, then the time will be opportune to punish heavily those that betray the union. Regards. Perlstein." You sent that telegram?

p. 1976

A. I did.

p. 1978 Q. Now, in Kansas City did your union make any kind of agreement that did not have a closed shop provision in it?

A. We did not.

p. 1983 Q. Now you say that "after the shops have been unionized and the cloak trade as a whole will be union then the time will be opportune to punish heavily those who betray the union." What do you mean by that?

A. I mean discipline them.

p. 1986 Q. Well, I won't ask it further if you didn't get it. I will read another telegram. "Dallas, Texas, July 29th. Ben Gilbert, International

Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri. Reference your wife, you should make special arrangements to get cutters, Cardais Cloak Company. Don't stop at any expense. Handle it yourself but act at once. Meyer Perlstein." Who sent that telegram? A. I did.

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[fol. 5779]

p. 1992 Q. I will proceed with the telegrams. Telegram of July 29, 1935, from Dallas, Texas, addressed to Hannah Haskell, 3 West 16th St., New York City: "Strikers waiting in office for strike benefit. Please wire money at once. Stop. Please send two hundred copies Justices Houston, Texas." It is signed "Meyer Perlstein". You sent that telegram, did you? A. I did.

Q. The next telegram I read is one sent from Dallas, Texas, July 30, 1935, addressed to David Dubinsky, care International Ladies' Garment Workers' Union, 116½ E. Prairie, Decatur, Illinois, and it reads: "Am still wrangling manufacturers do not want the power of commission to safeguard discrimination to extend to workers that may join union in future. Stop. They want to limit power of commission to strikers only. Stop. The number of strikers that they object that is supposed to be left to the commission is also larger than originally stated. Stop. Cotton dress manufacturers are the main obstacle in way. Stop. At any rate doing my best to get through with it if possible will know about tomorrow. Meyer Perlstein." You sent that telegram? A. Yes.

p. 1993 Q. The next telegram is one dated August 1st, 1935, from Dallas, Texas, addressed to Hannah Haskell, care International Ladies' Garment Workers' Union, 3 West 16th Street, New York City, and it reads: "Am still hanging around here haggling still uncertain if I will be able to get through with it or not hope I may. Stop. Will know definitely about

it tomorrow. Stop. St. Louis did not receive Forest City strike check. Please take care of same. Urgent. Meyer Perlstein." You sent that telegram? A. I did.

Q. And when I say "you", of course I mean the International. I will read another telegram under date of August 2, 1935, and sent from Dallas, Texas, to David Dubinsky, "Pres." It is here, 3 West 16th Street, New York City: "All negotiations ended yesterday impossible to get any understanding with them. Stop. Intended to leave today but decided before leaving to see another manufacturer who is getting together again the group for tomorrow in another attempt for some adjustment. Stop. Believe if not adjusted tomorrow the strike should continue. The silk dresses expect big season. Will have to come to some terms. Stop. Please have them send strike benefit in time. Meyer Perlstein." You sent that telegram? A. Yes, I did.

p. 1994

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[fol. 5780]

p. 1996 Q. The next telegram is dated August 6, 1935, and it is from Dallas, Texas, addressed to Sol Goldberg, International Ladies' Garment Workers' Union, 813 Walnut Street, Kansas City, Missouri: "We cannot grant any southern wage scales. Stop. The only thing you could do is write in the agreement that prices must be settled by a committee selected by the union and the employer and that no operator in the shop can be paid less than fifteen seventy five no more than thirty-five hours work per week. Stop. I am leaving for St. Louis Wednesday. Meyer Perlstein." You sent that telegram, did you?

A. I did.

p. 1997: Q.

The next telegram is dated August 6th, 1935, and it was sent from Dallas, Texas, to David Dubinsky, President, 3 West 16th Street, New York, New York: "Finally had conference yesterday with Lorch. Promised to let me know today final decision. Stop. Called and advised

me that manufacturers want ten more days to decide. Claim they are now busy with market week and cannot give it the necessary attention. Stop. Seems they want to drag me along in order to have peace while market week is on. Stop. Told him if he will want me he will find me in St. Louis. Stop. I told him in the meantime the strike activities will begin again. Stop. Governor's commission supposed to come together in Austin next week to make recommendations to the Governor. Stop. Season begins and we have no other recourse but continue strike. Meyer Perlstein." You sent that telegram?

A. I did.

Q. I think it speaks for itself. The next telegram is dated August 7, 1935, at Dallas, Texas, addressed to Ben Gilbert, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri: "Am stuck here again the chief of police is trying to settle strike. There was a riot today. Twenty-Eight arrested. Perlstein." You sent that telegram did you? A. I did.

p. 1998

Q. Another telegram of August 7, 1935, from Dallas, addressed to Max Dannish, 3 West 16th Street, New York City: "Reference Kansas City Cloak agreement there is an understanding on wages and conditions of employment they are the same as prevailed under the code. Stop. The signing of the agreement will take place as soon as I have an opportunity to make Kansas City. Meyer Perlstein." You sent that telegram?

A. I did.

Q. The next telegram is dated August 7, 1935, from Dallas, Texas, and addressed to David Dubinsky, President, 3 W. 16th St., New York City: "I was supposed to leave this morning. A riot took place at Lorch's. Twenty eight girls arrested. It was the sensation of the day. The newspapers have the

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[fol. 5781]

p. 1999 City: "I was supposed to leave this morning. A riot took place at Lorch's. Twenty eight girls arrested. It was the sensation of the day. The newspapers have the

front pages full of pictures and headlines. Stop. The Chief of police who was told by high authorities to adopt extraordinary measures thought he may try to bring it to an end and we had a conference today in his office. Lorch was there. We are to have another conference tomorrow. Stop. I don't know what we will accomplish but that is the situation. God help me. Meyer Perlstein."

You sent that telegram, didn't you? A. Yes.

p. 2001 Q. I will read another telegram, dated August 13, 1935, and addressed to Ben Gilbert, 703 North 16th Street, St. Louis, Missouri: "They have cited me for contempt. Stop. My case comes up Friday. Stop. You will have to take charge of the situation in St. Louis until my return. Stop. Tell Schatz how to go about his business. Meyer Perlstein." You sent that telegram?

A. I did.

p. 2002 Q. I will read another telegram, dated August 9, 1935, from Dallas to Ben Gilbert, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri: "Please have two hundred dollars deposited my revolving fund. Will return it Monday. Intend to leave for St. Louis tomorrow." That is signed "Perlstein". You sent that telegram, didn't you? A. I did.

Q. I will read another telegram, dated August 9, 1935, addressed to Miss Hannah Haskel, 3 West 16th Street, New York City: "Received encouraging wire from President Dubinsky. Stop. Needed this encouragement very badly. I was at my edge. Stop. I want to thank him from the bottom of my heart. Stop. No one that did not go through what I went through during the last few weeks could have the slightest imagination what it means conducting a strike in Dallas or having anything to do with the type of employers we have here. Stop. Will have to continue the strike for some weeks. Letter

with details follows. Please have the strike benefit wired Saturday morning. Meyer Perlstein." In the light of that telegram do you say you weren't conducting that strike?

p. 2003 A.

I wasn't conducting that strike.

Q. All right. You sent this telegram, anyway, didn't you? A. Yes, I did.

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[fol. 5782]

p. 2003 Q. I read another telegram of August 9, 1935, from Dallas to Ann Markiewicz, Savoy Hotel, Alton, Illinois: "Hope to be in St. Louis tomorrow or Monday. Stop. Advise workers to stick to their union. Have meetings with them and explain what company unionism is. Stop. Tell them not to be afraid for discharge. The union will protect them. Meyer Perlstein."

p. 2004 Q.

I will read another telegram of August 12 from Dallas, that is 1935, addressed to David Dubinsky, President: "Am stopped leaving Dallas by court order. Stop. Twenty eight strikers participating Wednesday's picketing cited for contempt. Stop. Case coming up court tomorrow. Stop. Must have at once addition four hundred dollars for lawyers. Meyer Perlstein." You sent that telegram, did you?

A. I did.

p. 2005

Q.

Mr. Perlstein, I call your attention to a telegram dated August 13, 1935, addressed to David Dubinsky, 3 West 16th Street, New York City, which reads as follows: "Four of the cited for contempt strikers did not [pun] up any defense and were sentenced three days jail and twenty-five dollars fine each. Stop. The case of the others comes up Friday. Stop. They have served me with contempt of court warrant this morning accusing me of everything under the sun. Stop. They are using my Governor's Commission testimony to connect me inciting violence and contempt of the injunction. Stop. Case comes up Friday morning. Stop. They are also trying get

an indictment against me for inciting a riot which is a grave offense in Texas. Stop. They want to get me either in jail or out of town. Stop. Will have to have money to pay fines about three hundred fifty dollars. Meyer Perlstein." You sent that telegram?

A. I did.

Q. Well, you were tried for contempt; were you not, by the judge?

p. 2006 A. I was.

Q. And the charge was for conspiring among other things to strip—strike that out. I want to get this in the record right. This telegram that I have just read refers to a proceeding in Court and a restraining order. The complaint among other things recited "That on April 9, 1935, about 5 P. M. Eva Hernandez, a non-striking employee of plaintiff, left this plaintiff's establishment after completing the day's work proceeding toward her home; that between Poydras and Murphy Streets on Elm Street in Dallas, Virginia Monk and Charlotte Duncan, members of the defendant unions in this cause, and both and each of them unlawfully knowingly and willfully attacked the said Eva Hernandez from her back; that the said Virginia Monk and Charlotte Duncan

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[fol. 5783] and both and each of them unlawfully, knowingly and willfully tore the clothes of the said Eva Hernandez and exposed her person upon a busy public street to her shame; that the said acts of the said Virginia Monk and Charlotte Duncan were a personal injury, interfering with, hindering and stopping the said Evan Hernandez."

It further recites: "That Meyer Perlstein conspired with each and all of the persons committing the acts set forth in Article 3 hereof, to commit the same; that such conspiracy obstructed and interfered with this plaintiff in the free and unrestrained control and oper-

p. 2007

ation of its plant, factory, property and the operation of its business, and was in violation of the temporary injunction issued by this Honorable Court, and in derogation and in contempt of this Court; that as such conspirator, Meyer Perlstein was responsible for the unlawful acts of this co-conspirators, and must answer to this Court therefor.

"That Meyer Perlstein incited the actors who committed the acts set forth in Article 3 hereof, to commit the same, in that he taught them that strike is war; that being Russian he taught them the Russian Philosophy; that examples of his teaching of war and revolution and Russian philosophy, are the following statements made in the presence of members of the defendant unions, the names of such members being to this plaintiff unknown, but known to Meyer Perlstein, at the hearing before the Commission appointed by the Governor, in Dallas, on or about July 10, 1935.

" 'I believe that if the Government ever dares to do what the manufacturers are doing, I will tell my sons to take up arms against the Government.

" 'The time will come when they (meaning plaintiff's non-striking employees) will become members of the union and they will be on the streets picketing, fighting for better living.

" 'After all, revolution does not change habits—it is revolution that lays the foundation for a healthier, normal evolutionary process."

p. 2008

I read further: "That the said teachings of Meyer Perlstein, after the issuance of the temporary injunction, by him, were unlawfully, knowingly and wilfully done; that said teachings have caused lawful members of the union to become unlawful in committing the

acts set forth in Article 3 hereof, and made them irresponsible to the law of the land; that the said teachings of Meyer Perlstein to each of the members of the union are a violations of the temporary injunction issued herein, and in contempt of the dignity of this Honorable Court."

"That Meyer Perlstein has protected, aided and assisted these members of the defendant unions herein who committed the acts set out in Paragraph 3 hereof, in that prior to and after the acts and each of them afore set forth, the said Meyer Perlstein paid and recommended that the International Ladies Garment Union pay \$6.00 per week to each of said members committing the said acts unlawfully, in that he retained and paid and—or recommended that the International Ladies Garment Union pay attorneys to defend one perpetrators of the said acts; that after the commission of the said acts described in subsection 'O' of Paragraph 3, to-wit: On August 8, 1935, the said Meyer Perlstein increased the said payments and—or recommended to International Ladies Garment Union that the

(16)

[fol. 5784] p. 2009 said payments should be increased so that all of those described in Article 3 hereof, as unlawfully violating this injunction, received thereafter \$7.00 per week, instead of \$6.00 per week; that the said Meyer Perlstein was expressly enjoined from protecting, aiding and assisting any person or persons in violating the injunction herein, and his actions in this paragraph set forth are a knowing, wilful and unlawful violation thereof, and in contempt of this Honorable Court."

Now, there are others." That Meyer Perlstein, as the officer of International Ladies Garment Union, in control of this said strike, was under a legal duty to discipline members

of the defendant unions who violated the terms of the temporary injunction herein; that he has disciplined none of the members of the defendant unions who committed the acts described in Article 3 hereof; nor has he assisted in procuring or procured the arrest of any of said members; that on the contrary, instead of aligning himself upon the side of law and order, he has made no effort to see that the law of the land be kept; that these said omissions were knowing, wilful and unlawful, and were a violation of the injunction herein, and in contempt of the dignity of this Honorable Court.

p. 2010

That Meyer Perlstein, at the hearing before the Texas Commission, appointed by the Governor of this state, did threaten, in the presence of Lester Lorch, who is this plaintiff's spokesman in dealing with the strikers, on or about July 10, 1935, as follows:

"The workers will have to adopt the same measures as they adopted in San Francisco, and there will be a calamity."

"The workers here may decide to take drastic action to teach these open shoppers the same lesson that the San Francisco workers have taught to their open-shoppers, and the workers in other states have taught to others.

"All the trades may be forced to make a joint move. We do not want it, we will try to fight it, but if the people here are driven to desperation they will have to adopt desperate measures;" that the statements were unlawful, knowing and wilful, in violation of the temporary injunction herein, were a threat of a general strike, with violence and blood shed as the probable outcome, and in contempt of the dignity of this Honorable Court.

That on or about July 25, 1935, Meyer Perlstein did state, over the telephone, at

about 8:30 P. M. to Lester Lorch, who is the spokesman of this plaintiff for dealing with the strikers, as follows:

p. 2011

'Don't say that I did not warn you—be sure and take care of yourself.'

The said statement was an unlawful, knowing and wilful threat, in violation of the temporary injunction herein, and in contempt of the dignity of this Honorable Court.

Wherefore, premises considered, this plaintiff prays that Meyer Perlstein be cited to appear herein to show cause why he should not be adjudged in contempt of Court for the acts herein set forth, and that upon a trial hereof the said Meyer Perlstein be punished for contempt in such manner as may be proper."

Now, that is part of the complaint that was filed against you, wasn't it?

(17)

[fol. 5785]

A. Yes, sir.

Q. Now, you appeared at a hearing on this contempt proceeding, did you not?

A. I did.

Q. And these telegrams that I have been reading were offered in evidence upon that proceeding?

A. They were.

p. 2012

Q. Now, I want to read this from the judgment of the court:

"The said plaintiff having appeared in this court at 9 o'clock A. M. on the 14th day of September, 1935, and announced ready for trial, and the defendant Meyer Perlstein having appeared on said day and hour both in person and by attorneys and announced ready for trial to show cause why said defendant should not be held in contempt of this Court as prayed in plaintiff's second amended original motion; and the court, after hearing

the evidence and the argument of counsel and being fully advised in the premises on this the said 30th day of September, 1935, finds that the said temporary injunction hereinbefore described was in full force and effect from March 25, 1935, continuously until August 22, 1935; and that the said Meyer Perlstein was duly cited therein and had knowledge thereof; and that the said Meyer Perlstein has violated the aforesaid temporary injunction in that:

p. 2013

"It is therefore the opinion of this Court that the said defendant Meyer Perlstein is guilty of contempt of this court and is in contempt of this Court.

p. 2014

It is, therefore, Ordered, Adjudged and Decreed that the said defendant Meyer Perlstein, be, and he is hereby, adjudged in contempt of Court, and he is hereby punished by being fined \$100.00 and costs of this proceeding and further by being sentenced to the Dallas County jail from 10 A. M. September 30, 1935, until 10 A. M. October 3rd, 1935, and thereafter until said fine of \$100.00 and costs are paid.

It is therefore ordered, adjudged and decreed by the Court that the State of Texas do have and recover of and from the defendant Meyer Perlstein, the said fine of \$100.00 and all costs of this proceeding for which let execution issue.

It is further ordered, adjudged, and decreed that capias shall forthwith issue herein commanding the Sheriff to arrest the said defendant Meyer Perlstein and place him in the County Jail of Dallas County, Texas, and there safely keep him in prison until 10 o'clock A. M. October 3rd, 1935, this order being issued September 30, 1935, at 10 o'clock A. M. in the presence of the Sheriff and the

defendant hereinbefore named, and there safely keep him thereafter until such time as this said fine of \$100.00 and costs shall be paid. Signed Towne Young, Judge."

(18)

[fol. 5786] Now, that was the decree that was entered against you, wasn't it?

A. That was the decision of the Court, yes.

p. 2015 Q. You undertook to get a writ of habeas corpus from the Supreme Court of Texas?

A. We did.

Q. And that was refused?

A. Yes.

Q. And you were incarcerated in the jail in accordance with this decree?

A. I was.

Q. And paid the fine.

A. I did.

p. 2016 Q. Mr. Perlstein, I show you Exhibit 84-A and ask you if that is your picture looking through the bars of the jail. A. It is.

Q. Did you make a report to the union on the Dallas strike? A. I did.

Q. And after that report was received did the Executive committee of your union make a printed report of the convention?

A. They did.

Q. Do you recognize this book, Exhibit 85, as that report? A. It is.

Q. I want to read from page 92 under the heading "Dallas", "Dallas is a considerable center for silk and cotton dresses. There are also several underwear and uniform shops located in that city, employing, all told, about 2,000 workers.

In February, 1935, the union served notice on fifteen Dallas dress manufacturers that they would have to increase wages and shorten work hours if a strike were to be averted. The Dallas group of employers, organized in an anti-union association which

(19)

[fol. 5787]

p. 2017

was receiving help from the open shop organizations in vigorously opposing all trade union organization in that city, refused to deal with the union. Their reply to the union's call was an inauguration of a system of dismissal of workers suspected of union activity, tightening the reign of intimidation in the shops. On March 7, after the dressmakers employed in the shop of the Merton-Davis Company struck for reinstatement of several of their fellow workers dismissed for union activity, the dressmakers of all the other shops walked out in their support. The Dallas dress strike which lasted from March to November, 1935, will occupy a place of honor in the annals of our union."

Was that report made after you had told the union what had been going on in Dallas?

A. Yes.

Q. And after they knew of the circumstance of your conviction, you had reported all that, hadn't you? A. I did.

Q. And the fine that was paid by you, the money was furnished by the International? A. Yes.

Q. And the fees for your lawyers in the defense of these cases down there was paid by the International?

A. Was paid by the International.

Q. All the expenses of Dallas were paid by the International?

A. All the expenses of what?

Q. Of this whole strike and all this litigation?

A. The greatest portion was paid by them.

p. 2018

Q. And how much did you say you had expended down there on that one strike?

A. I don't remember; there is a statement there.

Q. How is that? A. I don't remember exactly.

(20)

[fol. 5788]

Q. Didn't you make the statement that you thought it was about \$30,000.00? I would like to get through with this quickly if we can. A. Approximately.

Q. Approximately \$30,000.00. Now, I want to read you just three more telegrams, they are short: "August 13, 1935, Sam Goldberg, 813 Walnut Street, Kansas City, Missouri. Am cited here for contempt. Stop. Must appear in court Friday. Please see that the work should be attended to. Stop. Give my regards to Garfinkel. Please tell him to attend to the work. Will see him soon. Meyer Perlstein."

Q. You sent that telegram anyway? A. I did.

Q. The next telegram is August 16, 1935 addressed to Morris Weiss, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri: "Take committee of shop and see Schminke. Find out"

- - I think it should be, it is written our

p. 2019

- - - "Why shop is closed and what he is doing. Stop. Send somebody to investigate Benneterre. Stop. My contempt case postponed for tomorrow morning. Perlstein." You sent that telegram, didn't you?

A. Yes, sir.

p. 2020

Q. Another telegram, August 16, 1935; Sam Schatz, International Ladies' Garment Workers' Union, 703 North 16th Street, St. Louis, Missouri. Advise members cotton locals that the situation in the shops of Ely-Walker is being watched by the International. We are gathering the necessary information and proper action will be taken at the proper time. Stop. Please advise them that the International stood by them and always will stand by them. Expect to be in St. Louis early next week. Meyer Perlstein." You sent that telegram? A. I did.

p. 2022

Q. In the same hearing did you make this statement "I believe that if the Government ever dares to do what the manufacturers are doing I will tell my sons to take up arms against the Government."

p. 2023. Q. Did you make that statement, that is all I want to know, did you make it? A. I did. (21)

[fol. 5789] p. 2026. Q. I hand you Exhibit 92 which is a photograph and ask you if you recognize the lady whose picture appears there?

A. I do.

Q. Who is it? A. Dora Smith.

p. 2035. Q. Look at Exhibit 61 and see if you saw that picture in the paper?

p. 2036

A. I did see it outside of Memphis, in another city.

Q. Wasn't this picture published widely in papers all over the country?

A. I saw it in a paper.

Q. This picture that I have just shown you is from a New York newspaper, isn't it?

A. Yes, the New York Sunday News.

p. 2037

Q. Yes, after the picture. Now, there was a strike in the Gernes Garment Company of Kansas City in 1937, wasn't there?

A. There was.

Q. You knew about that? A. I did.

Q. You were here? A. I was.

Q. And the strikers carried on until finally the doorways, the stairways leading into that factory were occupied by sit-down strikers?

A. They were.

(22)

[fol. 5790] p. 2039. Q. Now, it was after that that you made an agreement with the Gernes people?

A. Yes.

Q. The end of this violence. All right. How long did this strike last?

A. Three or four weeks.

Q. You continued the strike for how many weeks?

A. For several weeks.

Q. And when you settled with Mr. Gernes it was conditioned that his employees should join the union? A. It was.

Q. Well, you did tell this court didn't you "no one could call a strike if the workers in the shop are not members of the union"?

p. 2040 A. Well, that is not the policy of the union.  
What I meant to say was that my own policy,  
to advise the locals, to guide the locals.

Q. I am talking about what the strike was called  
for at Gernes?

A. For improvement of conditions.

Q. And what else?

A. Shorter hours.

Q. Yes; what else?

A. The right of collective bargaining.

Q. What else?

(23)

A. The right to set prices on the garments, on  
piece-work garments,—rates.

Q. What else?

[fol. 5791] A. That no worker should be discharged with-  
out a just cause.

Q. What else?

p. 2041 A. And if a complaint arises, that if there is no  
agreement between the employer and the rep-  
resentative of the union it should be sub-  
mitted to arbitration.

Q. Didn't you make a condition that his shop  
should be unionized? A. Yes.

Q. It should be unionized and when you made  
your contract, you made your contract for a  
closed shop didn't you? A. I did.

p. 2042 Q. And you follow the policy always of never  
having a strike unless you have membership  
in the plant?

p. 2043 A. It depends entirely on the existing condi-  
tions in every individual situation.

Q. That is to say your own policy gives way to  
different situations at different times?

A. As a method to be pursued.

Q. Let's see what you mean, "The method to  
be pursued",—that while your policy is never  
to call a strike unless you have employees  
there, that the organization does have strikes  
when they have no employees?

A. The organization does have a right to call  
strikes.

Q. Well, do they have them?

A. Possibly have but not that I know of, but they have a right to have it.

p. 2044 Q. You are a frequent contributor to Justice, aren't you. A. Yes, sir.

Q. That is the official organ of the International, isn't it? A. It is.

Q. And who is the editor?

(24)

[fol. 5792] A. Max Dannish.

Q. And who is the secretary and treasurer?

A. The International Ladies' Garment Workers' Union.

Q. But what individual?

A. I believe it is —

Q. What position does Dubinsky hold?

A. President of the International Ladies' Garment Workers Union and general secretary and treasurer.

Q. Well, to make this as short as we can, David Dubinsky is president of this publication, isn't he? A. Yes.

Q. And general secretary and treasurer?

A. He is.

Q. And Max Dannish is editor? A. Yes.

Q. You are a frequent contributor? A. I am.

Q. In the issue of October 15, 1937, there is an article by you is there not?

A. May I see it?

Q. Yes, sir. A. Yes.

p. 2045 Q. And in that article you made this statement, did you not: "The Gernes Garment Company in Kansas City is the only shop that manufactures children's dresses. It is known as one of the finest shops in the country. When the agreement was signed with them several months ago, our local of these workers was

(25)

[fol 5793] organized as Local 288. None of the workers in the shop was a member of the Union prior to the organization of the local and the entire procedure and methods of unionism were strange to most of them." You made that statement in that article? A. I did.

Q. And you made a contract with the Gernes people and an entirely different contract with the Gordon Company?

p. 2046 A. In certain respects; minor changes.

Q. They are two different contracts aren't they, between two different concerns and the union?

A. Yes; two individual contracts.

Q. You know, do you not, that during the progress of that strike that you brought in people from the outside who were not members of the Gernes Company or its employees?

A. I did.

p. 2047 Q. If there were no members of the Gernes Company who were members of your union when that strike started, who was it that started the picketing of that company?

A. The Gordon Brothers and the Missouri.

Q. So this company was picketed by outside people and their employees were unanimously protesting against it, weren't they?

A. They were picketed by the Gordon Brothers strikers, who considered that shop a part of their shop.

Q. How many of the actual employees of Gordon were on strike? A. I believe about fifty.

Q. How many did they have working for them?

A. At that time when the strike was called?

Q. Well, about how many?

(26)

[fol. 5794] A. I imagine about 100 to 125.

Q. Now, I show you Justice of the issue of April 1, 1937, and I refer to page 8. You made this statement, didn't you, in an article that you wrote and had published:

p. 2048

"Our new Union shops in Kansas City have already established themselves. All the workers in these shops have already joined the Union and the shops are beginning to function as well organized shops where union conditions, union hours and union treatment prevail.

Some of the workers, particularly in the shop of the Liberty Dress Co., where 250 girls are employed, have already tasted the picket line. Peculiar how quickly the girls joining our Union get imbued with its fighting spirit! For years and years we had tried to organize the Liberty Frock. It is only three weeks since an agreement was signed with the firm and these girls are already on the picket line organizing others! Yes, over 200 girls strong from the Liberty Frock were on the picket line in the Gordon Mfg. Co. strike last week and everyone who saw them was wondering at how quickly they had acquired their knowledge. They certainly have given a good account of themselves!"

New, the Liberty Frock was entirely separate and distinct from the Gordon Company wasn't it?

A. It was.

Q. And from the Gernes Company?

A. It was, but they were members of the same union.

p. 2049 Q. But the girls from Liberty Frock, 200 of them, came over to engage in this strike at the Gernes Company where you did not have a single employee in that company?

A. They came to engage in helping the pickets in the three shops.

Q. The three shops were all in one building, weren't they?

A. Yes.

Q. You had 200 outside pickets?

A. The 200 didn't come at the same time; they were,—during that week, two hundred.

Q. All right. I will read a little farther from this same article:

"On March 17, the workers of three shops, the Gordon Manufacturing Company, a cotton dress shop where about 225 people are employed; the Gernes Mfg. Co., a children's dress shop, where about 200 people are em-

ployed; and the Missouri Garment Co., where about 200 cotton dressmakers are employed, went out on strike."

(27)

[fol. 5795] Now, it wasn't true that the 200 people in the Gernes Company went out on a strike was it?

A. The union people went out on strike.

Q. Well, there wasn't any union people in the Gernes Company at that time as you have just shown.

p. 2050 Q. Now, you had a sit-down strike there didn't you?

A. The girls did have a sit down strike.

Q. I will read you this, so we can get it in the record clearly: "Fifty of the Gordon Mfg. girls, all members of the Union, occupied the front hallway. These three shops are located in one building. The girls blockaded the front door so that those who intended to become strike-breakers could not get in. These 50 girls were on the stairway for 60 hours, blocking the front door. Their families brought them cots and blankets and for two nights they slept on the stairway. Finally the Health Department of the city began to make arrangements to move the strikers because of sanitary conditions, and they vacated."

p. 2051

That was true, wasn't it, that the sit-down strikers were in there? A. Yes.

Q. You knew about that?

A. I did.

Q. You said this in your article, didn't you: "Finally the Health Department of the city began to make arrangements to move the strikers because of sanitary conditions and they vacated". You said that in your article didn't you? A. I did say it.

p. 2052

Q. Was it true or false? Was it true or false?

A. I believe it was false; they were ready.

(28)

[fol. 5796] p. 2053 Q. And in the same article you made this statement didn't you, referring now to the Gernes, the Gordon and the Missouri: "These three firms will soon have union shops; if not they will never again manufacture dresses." You made that statement, didn't you?

A. I believe I did.

Q. And you proposed to carry out that threat, didn't you?

A. I proposed to keep the strike until the shops will become union shops.

Q. And unless they yielded you were not going to permit them to ever again engage in the manufacture of dresses, that is what you meant, isn't it?

A. That is not what I meant.

Q. What did you mean?

A. I meant that the workers will refuse producing dresses until the strike will be settled.

Q. But there could be other workers.

A. Well, it was up to the employer to engage them; but these workers will not work on these dresses.

p. 2054 Q. You didn't say these workers. You said "these firms will never again manufacture dresses." Did you say that?

A. That is what it says in the paper; I didn't.

Q. Didn't you write this article that appears in the paper?

A. Yes, but the editor blue pencils my articles some times.

Q. It starts out: "Drive in Southwest sweeps on. By Meyer Perlstein, ILGWU Regional Director." Do you say now that that was changed in the office?

A. That was corrected by the editor.

Q. And you did say it?

(29)

[fol. 5797] p. 2054 A. I did say the substance of it; not word for it.

Q. Is that what you intended to do to the Donnelly Garment Company? A. No.

Q. What were you going to do, now, to them?

A. Try to organize them.

Q. And if you didn't organize them what were you going to do? A. Try again.

Q. And then what? A. I never give up.

p. 2055 Q. I am reading now from the Justice of May 1, 1937, article by Meyer Perlstein, ILGWU, Regional Director. There is a lot of it but I come to the headline, Kansas City, Missouri: "Prior to 1933, our Union had hardly any organization in Kansas City. As reported to the Chicago [conventioned], we succeeded in 1933, in organizing a few of the smaller cloak and dress shops, forming our first local, No. 114, in August of that year.

The Union, however, kept constantly at its task, driving ahead with greater or lesser efforts at times, for the unionization of the local market. During 1934 and 1935 some headway was made by the organization of a few more of the smaller shops though it still failed to make a dent in the big factories.

p. 2056

The real break in the Kansas City situation came towards the end of 1936, growing out of a strike which the Union conducted against the Stern-Slegman-Prins Co. during July and August of that year. The drive against Stern-Slegman-Prins actually had begun a year prior to that, when in June, 1935, the Kansas City Joint Board began its activity to unionize the workers of the Stern-Slegman-Prins firm. Shortly thereafter, the Missouri State Federation of Labor, in convention, placed this company on its unfair list.

The heroic conduct of our Kansas City workers on the picket line during the fall of 1936 and the publicity campaign which followed it obviously had the right effect for shortly thereafter the Kansas City Joint Board succeeded after several months of negotiations

in reaching an agreement with the firm on the basis of a complete union shop'..."

Now, this heroic conduct that you speak of  
p. 2057 Q. What was heroic then?

(30)

[fol. 5798] A. Girls were working all day and going out evenings visiting non-union girls.

Q. That is what you called the heroic conduct?

A. Yes. I subscribe to every word in that article.

Q. Was that heroic, to violate the law so that the police officers had to take them down?

A. I don't know that they have violated the law.

p. 2058 Q. Now I continue this article:

"The Stern-Slegman-Prins settlement created a deep impression throughout the women's garment markets in the Middle West. The first immediate effect of the Stern-Slegman-Prins settlement was the signing of an agreement with the second largest cotton garment firm in Kansas City, the Liberty Garment Company on February 23, a firm employing 450 workers in two shops in Missouri." You had a strike there too, didn't you?

Q. "This firm became also the first union label cotton dress factory in Kansas City."

"The immediate result of this settlement was an agreement with the second largest cloak shop in Kansas City, the Brand and Puritz Company. The next agreements signed in Kansas City were with the Marlene Dress Company, a silk dress shop employing about 100 workers and the Caplan Garment Company, a cotton dress shop employing about 100 people, which were followed by strikes in three large shops, the Gordon Bros. Manufacturing Company, a cotton dress shop employing over 200 people in Kansas City and about 150 people in Richmond, Missouri, the Missouri Garment Company, a cotton dress shop employing over 200 people, with whom the Union had had several battles and lost,

p. 2059

and the Gernes Garment Company, a children's and juniors' dress shop employing over 200 workers. Agreements were also signed with those firms.

"The membership in the Union in Kansas City, which totaled about 175 members before the conclusion of the agreement with Stern-Slegman-Prins has now grown to 2200 members. Sister Wave Tobin, former secretary of the St. Louis Joint Board, has been in Kansas City for a year and a half as manager of the Joint Board.

The Union is now concentrating on organizing the few remaining [shall] shops while preparing to organize a drive to unionize the Donnelly Garment Co., the shops owned by former Senator James Reed, and employing about 1500 workers."

Is that true or is that not true?

p. 2060 A. It is true.

(31)

[fol 5799] p. 2062 Q. Now, I call your attention to an article by yourself on page 11 of the issue of Justice of September 15, 1938:

"Our publicity campaign in the Donnelly Garment and Forest City situations has brought us face to face with the problem of making the consuming public realize the difficulties of the men and women who produce the garments they buy.

In this campaign to win public confidence and sympathy we come face to face with the retailers, the men between the manufacturers and the buying public. Very few of these retailers, particularly the larger ones, will voluntarily take the initiative to help us. With them it is the immediate money consideration that governs their actions. A good many of them do not care where and under what conditions the garments they sell are

produced as long as they can sell them at a good profit. In many cases where storekeepers have expressed a sympathetic view, it was not because they were anxious to help us, but because their customers happened to be women with a definite sympathy for the exploited workers.

p. 2063

### Organizing Liberal, Labor Pressure.

Our problem, therefore, is to bring before the sympathetic public the actual facts as to why this campaign against the two firms is being conducted and why and how their cooperative effort can help us and what they should do in order to bring the necessary pressure on the retailers from whom they buy to stop selling the unfair garments. The problem before our road committees, as they visit towns or cities on their itineraries, is to visit not only the retailers but also representatives of labor organizations, of social and political groups and with individual liberal-minded citizens in every community to spread information and to organize pressure on the retailers long after these committees have left that locality.

It is a tiresome and nerve-wracking but worthwhile task. Organizing public opinion is a very slow process. Definite constructive results will be forthcoming later but, at first, we must have a lot of [patience], the patience of pioneers to slowly and gradually build up that great force known as public opinion.

p. 2064

Picketing unfriendly stores: In the campaign we are conducting against the Forest City Manufacturing Company and the Donnelly Garment Company, we are confronted also with some retailers who lend a deaf ear to all appeals made in behalf of workers. In such cases we advise the public of the attitude of these firms through pickets in front of

their stores, that they refuse to give up selling the unfair garments. And so we are picketing at present a large department store in St. Louis, the Scruggs, Vandervoort & Barnet Company. There are fourteen pickets in front of this store daily carrying signs appealing to the public not to buy dresses that carry the Forest City Label."

You wrote that article, didn't you?

(32)

[fol. 5800] A. I did.

Q. And the statements in there as to what you were doing about picketing and so forth are true? A. Are true.

Q. You heard read here, did you not, an interview with yourself that was printed in the Kansas City Times of February 26, 1937?

A. I remember giving an interview but not word for word as stated here. It was not a written statement.

Q. No, but you gave that interview in substance and effect; didn't you? A. Certainly.

Q. In that interview you stated "We are going to send a letter to the Donnelly Garment Company within the week suggesting a conference to establish collective bargaining on the question of wages and working hours. If the firm refuses, we will go to the consuming public of the country and advise buyers of the wages and hours prevailing there now." You made that statement, didn't you? A. I did.

Q. "The Regional Union Director who will remain in Kansas City, to supervise the organization campaign said the minimum wage in this section for women making silk dresses is \$22.05 working a five day week. He said that Donnelly Company employees receive a minimum of \$15.00 weekly and that they were working 45 hours a week." What company here engaged in making women's silk dresses had a minimum wage scale of \$22.05?

A. They were supposed to have.

Q. I didn't say suppose to. What company had it? You made a statement here that they had. What company had it?

A. No company at present—

p. 2066 Q. Then this statement you gave to the press in that respect was untrue, wasn't it? Answer yes or no?

A. My answer is yes, I did say it.

(33)

[fol. 5801] p. 2071 Q. In the interview that you gave on February 26th you made the statement that part of the union's campaign directed against the Donnelly Garment Company "Will be to send six women to cities and towns where its garments are sold." Did you send out those six women?

A. I did, four of them.

Q. What?

A. Four women were sent out.

Q. Who were the four women?

A. One of them was Jane Palmer, Esther Smith, Mary Jane Miller, and Grace Bullard.

Q. Is Jane Palmer the young lady that has been sitting here back of Mr. Walsh most of the time?

A. Yes.

Q. She lives in Kansas City?

A. Yes.

Q. Where did you get Esther Smith?

A. She is a Kansas City girl.

Q. And Mary Jane Miller?

A. She is a Houston girl.

Q. And Grace Bullard?

A. She is a Kansas City girl.

Q. Did any one of these people ever work in the Donnelly plant to your knowledge?

A. Not to my knowledge; they may have.

Q. You don't know of it?

(34)

[fol. 5802] A. No.

Q. Where did you send Jane Palmer and Esther Smith?

p. 2073

A. Jane Palmer and Esther Smith went to the east end of the section of the country.

Q. Whereabouts?

A. I think the record is in my office, but I know that they went and visited Kentucky and I believe they visited possibly parts of Ohio and Illinois. I don't know exactly at present what section they visited, but I know it was the eastern section.

Q. When you say they visited those states, you mean they visited the customers of the Donnelly Garment Company wherever they were in those states?

A. Yes.

Q. And endeavored to reach them all, didn't they?

A. Yes.

Q. Where did Mary Jane Miller and Grace Bullard go?

A. They went to the southern section of the country.

Q. In what states?

A. I believe they were in Texas. I believe they were in Florida, and maybe one or two states more; I don't have the record with me.

Q. You endeavored to cover all of the southern states where the Donnelly Company was selling goods?

A. Yes.

Q. And they visited according to your understanding all of the customers of the Donnelly Garment Company in those southern states?

A. Not all, but a great many.

Q. Did they go to Mississippi?

A. I am not sure if they did or not.

Q. Did you afterwards get any recruits to this group of ladies that were out on the same business?

(35)

[fol. 5803] p. 2074 A. I didn't get the question.

Q. Did you afterwards get any additions to these four people?

A. They were out on the road for a while and then they wanted to come back, and other girls were sent out in their places.

Q. Who did you send.

A. A certain young lady by the name of Vance Brisk; and there was another young lady by the name of Ruby Talbott.

Q. Any others?

A. There were two other but I don't recollect their names at the present time. I will be glad to give them to you later.

Q. Was there a Doris Whilhite?

A. There was a Doris Wilhite, yes.

Q. Who was the other?

A. I do not recollect.

Q. Where did Vance Brisk come from, where did you get her?

A. She is a St. Louis girl.

Q. Had she been working down there in St. Louis in the strikes?

A. She worked in the shops.

Q. But was she engaged in the strikes there when they were going on?

A. She was not.

Q. Ruby Talbott, where did you get her?

A. She is a St. Louis girl.

Q. And Doris Wilhite?

p. 2075 A. A Kansas City girl.

Q. Did these girls travel in pairs or did they go out singly?

(36)

[fol. 5804] A. In pairs.

Q. Who went out with Vance Brisk?

A. I believe Ruby Talbott.

Q. Where did you send those two girls?

A. These girls—the original four that I sent out returned and they took up the same territory.

Q. Then what territory would Vance Brisk and Ruby Talbott have taken, the eastern or southern?

A. The eastern.

- Q. And Doris Wilhite and this other lady whose name you can't remember went into the southern territory, did they?
- A. Part of the southern territory and part of the midwest.
- Q. When they went into the midwest, what states did they cover?
- A. It covered Missouri—I will be glad to furnish a list of the territories visited, but I don't recollect them at the present time, each territory that the groups visited.
- Q. You can only remember Missouri at the present moment?
- A. I believe they were in Illinois, part of Illinois.
- Q. Michigan?
- A. I believe they were in Michigan.
- Q. Minnesota?
- A. Yes, they reached as far as Pennsylvania.
- p. 2076 Q. It was your intention to cover the whole forty-eight states?
- A. Yes.
- Q. Every place that the Donnelly Garment Company sold goods?
- A. Yes.
- Q. Who went to New York?
- (37)
- [fol. 5805] A. I personally visited New York.
- Q. Who did you visit in New York?
- A. In connection with the Donnelly Garment matter?
- Q. Yes.
- A. I didn't visit any store in New York in connection with the Donnelly Garment Company. I misunderstood your question.
- Q. But who did go to New York in connection with the Donnelly business?
- A. I didn't send anyone to New York.
- Q. Do you know whether anybody went?
- A. They may have.
- Q. You didn't send them?

- A. Not as far as I know.  
 Q. Who went to Massachusetts?  
 A. Possibly some of these girls I mentioned did go up to Massachusetts.  
 Q. But you did not?  
 A. They possibly did. I am almost sure that they did. I know Massachusetts, Boston, was visited, but I don't know by which group.  
 Q. Do you have any record which will show?  
 A. I have a record in my St. Louis office.  
 p. 2077 Q. Were there any other persons that you sent out besides those you have already named?  
 A. There was an additional girl that we had in Minneapolis, Minnesota?  
 Q. Who was that?

(38)

- [fol. 5806] p. 2077 A. I could give you her name later. I do not remember her name now.  
 Q. Now, who was it that instructed these girls, trained them?  
 A. I did talk to them personally.  
 Q. You did it personally?  
 A. Yes.  
 Q. Who was in charge of this squad of girls?  
 A. I personally directed them, and some of my workers possibly talked to them.  
 Q. In this interview which you gave on February 26th you said, didn't you: "Part of the union's campaign directed against the Donnelly Garments Company will be to send six women to cities where these garments are sold, advising retailers and labor organizations. Miss Palmer will be in charge of this squad of field workers." Did she have charge of them?  
 A. At the time when the announcement was made, we intended to put her in charge, but I decided to take personal charge of it.  
 Q. You further stated, "The union claims only twenty-five members among the Donnelly workers, but hundreds of others are related to union members." You said that, didn't you?

p. 2078 A. May I see it, Senator; I want to look at it.

Q. Do you remember whether you said it or not?

A. I believe I did.

Q. Would you say yes or no?

A. I believe I did.

Q. And you also stated in that interview, following just what I read you, "within a year we will have it completely organized and as soon as we have enough members we will call a strike. This will be in addition to carrying our side to the consumers." You made that statement, didn't you?

A. I did.

Q. On May 26th, you gave this interview, didn't you?

(39)

[fol. 5807] A. Will you permit me to look at it; I don't know if I did or not.

Q. I will get it to you in time. "We will open with an advertising campaign through newspapers and radio against the patronage of garments manufactured in the Donnelly plant. Six girls are now in training to travel from coast to coast, visiting storekeepers handling the Donnelly garments, urging them to stop handling the Donnelly product. If the store operators refuse to comply, their stores will be picketed. As the membership of our union in the Donnelly plant increases, a strike will be called. In such case, additional money will be required and we are ready to spend \$250,000.00 to accomplish our goal, and that amount is ready. There are two organizers working in the plant at the present time." The language which I read you is your interview? A. It is partly mine.

p. 2079

Q. It is set up here in quotations.

A. The quotations there are not correct; it is not the way I gave it.

Q. Did you say this, "We will open with an advertising campaign through newspapers and radio against the patronage of garments manufactured in the Donnelly plant?"

A. I did say that.

Q. Did you say "six girls now are undergoing training to travel from coast to coast visiting storekeepers handling the Donnelly garments urging them to stop handling the Donnelly garment product;" Did you say that?

A. I did.

p. 2080 Q. Did you say this, "As the membership of our union in the Donnelly plant increases, a strike will be called. In such case, an additional amount of money will be required, and we are ready to spend \$250,000.00 to accomplish our goal, and that amount is ready"; did you say that? A. I did.

p. 2082 Q. I call your attention to Exhibit No. 36 which is the first of these circulars that you sent out. How many of those did you have printed?

A. To begin with, about 5,000.

Q. Well, to begin with. How many did you afterwards have printed?

(40)

[fol. 5808] A. An additional five or ten thousand.

p. 2083 Q. Is that the total that you had printed?

A. Approximately between ten and fifteen thousand.

Q. How did you distribute them?

A. The committees took them out on the road, and they were also sent through the mail.

Q. Who sent them through the mail?

A. We had a girl in the office that used to send them through the mail.

Q. In what office.

A. In the St. Louis office.

Q. Who directed them to send them out?

A. I did.

Q. Were they instructed to give these to the customers of the Donnelly Company?

A. They were advised to use their judgment, to give it to anybody they would feel it was advisable to.

p. 2084 Q. They were furnished to show to the customers of the company, were they not?

A. Yes.

Q. Were they also instructed to circularize the towns? A. Yes.

Q. You know they did that, don't you? A. Yes.

Q. In the town of Alexandria, a small town, they had distributed something over 2,000, hadn't they?

A. I don't know how many they distributed, but I believe they were in that town.

[fol. 5809] Q. Generally speaking, when they went through these towns and cities, these girls would visit the stores, wouldn't they, that were customers of the Donnelly Company? (41)

A. They would.

Q. They were also instructed, were they not, to visit civic societies and labor organizations?

A. They were.

Q. They did that, too, did they not?

A. I believe they did.

Q. And they were also instructed to circularize the towns?

A. Not necessarily; they were advised that whenever it is necessary to give that circular, they do so.

Q. Whenever they thought it was necessary to circularize the town, to go ahead and do it?

A. Certain organizations in town.

p. 2085 Q. You paid the bills, didn't you?

A. I paid all their expenses.

Q. When did they quit distributing or sending out this exhibit 36; give me the date, if you can?

A. I am sorry, I can't; the only thing I know, I stopped them and called them back from the road as soon as the injunction was issued against us.

Q. How long did you keep them here?

A. Until the injunction was modified by Judge Collet.

Q. And when the injunction was modified by Judge Collet, you got out the second circular?

A. Yes.

Q. Did you tell the Court that these women weren't out on the road at any time between July 5, 1937, the date of the restraining order and July 18th, 1938, the date of the restraining order's modification, the date the restraining order was modified?

(42)

[fol. 5810] A. They were out but not in connection with the Donnelly Garment Company.

p. 2086 Q. Did you withdraw them on July 5, or immediately thereafter this circular, Exhibit 36?

A. I did, I told them to discontinue the circular.

Q. Did you take up these circulars?

A. Did I do what?

Q. Did you take them away from the girls, those that had them?

A. They were supposed to deliver everyone of them back to the office.

p. 2087 Q. Now, on July 18 Judge Collet modified the restraining order and continued it in force, you remember that, don't you? A. Yes.

Q. And then you got out the second circular, which is marked Exhibit 98, didn't you?

A. May I look at it?

Q. Oh, yes, if you don't know what it is (handing paper to witness)

A. I want to be sure; yes.

Q. The principal modification that Judge Collet made of his first restraining order was that you must confine yourselves to the truth, wasn't it? A. Yes.

p. 2088 Q. You had a right, now, under the modified injunction to tell the truth; that is right, isn't it?

A. Whatever they advised me, I followed their advice.

Q. I assume that they advised you that under the modified injunction you had a right to tell the truth?

(43)

[fol. 5811] A. Naturally.

Q. So that you withdrew in the second circular a very large number of the statements in the first circular, because they weren't true?

A. I withdrew the first circular—first of all, I was not sure if we have a right to send circulars. Then I consulted our lawyers and they advised me they believe I have the right, and then I told them that the injunction was modified and I don't want to do anything that might put me in contempt of court. I suggested to them that they write at least partially the circular that we have a right to send out, and they did.

Q. And you went over it with them?

A. Yes.

Q. And in this second circular you left out nearly all of the statements you made in the first circular, didn't you?

A. I did leave out certain things.

p. 2089 Q. Well, you left the statements out because your attorneys told you under the modified restraining order you musn't send out anything except what you did send out in the second circular? A. Yes, that is true.

p. 2090 Q. How much money was paid in salaries and expenses to this group of girls that were out on the road?

A. They were paid \$25.00 per week salary and all expenses for hotel and meals and carefare.

Q. I asked you how much money you paid them?

A. Do you mean the amount?

Q. Yes.

A. I don't know, exactly.

Q. Can you approximate the amount?

A. Possibly \$1,000.00 or \$1500.00; I don't know exactly the amount. It might possibly have been \$2,000.00; I am just guessing.

Q. Have you got them still on the road at the present time?

(44)

[fol. 5812] A. No.

Q. When did you withdraw them the last time?

A. Several months ago.

Q. Since the first of the year have they been out?

A. No, they were out after the first of the year.

Q. After January 1st, 1939?

A. I believe sometime either in February or in March of this year.

Q. When did you actually call them in?

p. 2091 A. I would be glad to give you the date, but I don't remember.

Q. Weren't they out working on the road until substantially the beginning of this trial?

A. No.

Q. About a month ago?

A. Possibly a month or six weeks ago, either in February or March; I don't exactly know the date. Possibly it was at the end of January, but I don't remember the date.

p. 2097 Q. Now what were your instructions from Mr. Dubinsky before you came here, about lining up the Donnelly Plant with the International?

A. His instructions to me were that, first of all, I should investigate conditions, what the conditions in the plant are; how many hours the workers are working; what are the wages they are receiving; how the piece rates are set; if a worker has the right to join a labor organization voluntarily, and so forth. And he told me that, after the investigation had been made, and if conditions are not what they should be in comparison to the other shops, to talk to the workers; explain what is doing in other shops; explain conditions of industry; conduct an additional campaign; and see, too, that the workers as well as the employers, as well as the public at large, ascertain the aims and aspirations of our organization, and so forth.

p. 2098

Q. Well, were you or were you not instructed to line the Donnelly Plant up with the International before you came here, if you could?

(45)

[fol. 5813] A. Yes.

Q. That was regardless of these other facts, was it not, you were frankly instructed to get the Donnelly employees lined up with the International, if you could, were you not?

A. Yes.

Q. When you came here, how many employees of the Donnelly Plant were you able to get to make complaints about affairs down there?

A. Three or four made complaints to me then.

p. 2099 Q. What were the names of the employees from whom you did get complaints?

A. I don't remember all of them. I remember one, Ellen Fry. Another one I remember is Thelma Owens. I don't remember the names of the others.

Q. Those are all the names you remember?

A. At this time.

Q. You have referred in your testimony to your interview of May 25, 1937, with certain newspaper reporters. I will show you the copy of it from the transcript of the record in the 3-Judge Case.

A. Yes, I did.

Q. You gave that interview?

A. Yes.

Q. And in that interview, you and Miss Tobin said that a strike would be necessary at the Donnelly plant, did you not?

A. I did. That was part of the interview.

Q. In giving that statement, did you give any consideration of any kind to what the wishes of the employees at the Donnelly Plant would be, or were, about a strike?

p. 2100 A. Positively.

(46)

[fol. 5814] p. 2101 Q. I believe I asked you for the names of the members in the plant?

A. I do not remember them.

p. 2103 Q. I will show you a certain advertisement, which has been introduced in evidence. This is a copy from the 3-Judge Court which was published in the Kansas City Journal Post on June 8, 1937. You had a part in preparing and authorizing that advertisement, did you not?

Q. Did you, or did you not, have a part in preparing and authorizing that advertisement?

A. I did.

Q. That says in part, does it not—I am reading here at the top—"And as practical business people you, we take it for granted, realize that whatever your feelings for the moment may be, you will eventually have to carry on collective dealings with the International Ladies' Garment Workers' Union, which cannot, should not, and will not permit one individual employer to segregate himself from the rest of the industry in matters of work conditions and other fundamentals of employment." That is included, is it not?

A. Yes.

p. 2106 Q. Who asked Sylvia Hull to go to the convention of the International at Atlantic City?

A. I did.

Q. Did anyone else?

A. There was some people present when I talked to her.

Q. Who were they?

A. I believe Jane Palmer was there.

Q. Any one else?

A. I don't remember. There may have been, or there may not have been.

p. 2107 Q. She was to represent the Donnelly Workers, was she not? A. Yes.

(47)

[fol. 5815] p. 2109 Q. How many of the Gernes employees went out on strike?

A. Several.

Q. Give the number to the best of your knowledge?

p. 2110 A. I know several, but I don't know their names, and don't know exactly the number.

Q. Answer as to whether you know there was less than a majority?

A. Not of the Gernes Plant. The majority of the Gernes Plant did not walk out.

#### Further Cross Examination

By Mr. Tyler:

p. 2115 Q. Mr. Perlstein, if I correctly understood you this morning, you do not admit that the

methods used by the International at the Gordon, Gernes and Missouri Companies were illegal, is that correct?

A. That is correct.

Q. And I believe you stated yesterday that you never give up, didn't you?

A. Yes.

Q. Then we may reasonably expect that these same methods used by the International at the Gordon, Gernes and Missouri strike, whatever they were, will be continued down at the Donnelly plant unless this Court grants a permanent injunction, is that true?

A. Yes.

p. 2116

Q. I call your attention to a statement in the circular labeled 'We do not patronize the Nelly Don Dress' as follows: "On the next page of this booklet we reproduce a copy of a letter which was sent the Donnelly Garment Company. The firm has not replied to this letter but has instead organized a company union which has been named the Donnelly Garment Workers' Union." You knew that statement was in this document when it was prepared, did you?

A. Yes, sir. May I see that document?

(48)

[fol. 5816] p. 2118 Q. Now, I show you Plaintiffs' Exhibit 98. Do you remember when the document I just showed you was [publishes],—I am referring to Plaintiffs' Exhibit 36. Do you remember when that was sent out?

p. 2119 A. It was sent out prior to the issuance of the injunction.

Q. Now, I show you Plaintiffs' Exhibit 98 and call your attention to the statement "The International Ladies' Garment Workers' Union has filed a complaint now pending before the National Labor Relations Board charging that the Donnelly Company was guilty of unfair labor practices in dominating the formation of a company union and all of

its activities." When was this sent out, referring to Exhibit 98?

A. That was sent out after the injunction was modified.

Q. Why did you modify it to comply with the injunction?

A. In order to obey the law; right or wrong I want to obey the law.

p. 2126 Q. Do you recognize the right of these employees to organize a labor union if they do it of their own free will, without coercion?

A. Yes, sir.

Q. And they have the same right, if they represent fifty-one per cent or more, to bargain for them as the International does?

A. I do.

Q. So there could be no other labor union, if it is a minority, outside of the International, with any right to bargain, is that right?

A. If they do it voluntarily, without any coercion, we have a right to do it.

Q. Then the Donnelly people would have a right to do it if it was voluntary and without coercion, wouldn't they?

p. 2127

A. Yes, sir.

Q. You never offered to negotiate with the Donnelly Garment Workers' Union, did you?

A. I can't hear you.

Q. You never offered to negotiate with the Donnelly Garment Workers' Union?

A. I did not.

Q. But you never negotiated or tried to deal with the Donnelly Garment Workers' Union, did you?

(49)

[fol. 5817] A. No.

Q. You are not willing to make any agreement with them unless they will first dissolve this Donnelly Garment Workers' Union, is that correct?

A. Yes.

(50)

## Garment Organization Seeking Support for Strike at Plant.

The Donnelly worker, according to Perlstein, was one of a committee from that garment company who appeared Wednesday night before a joint group representing various Kansas City locals and requested representation at the national convention.

Perlshtain said the Donnelly committee desired one of their members to appear at the convention and ask the international body to endorse and support a strike against their employer for failure to negotiate a contract for higher wages, shorter hours and improved conditions. The Kansas City joint committee, Perlshtain asserted, agreed to pay all expenses of the Donnelly delegate.

Other delegates from Kansas City

The following are some of the names of the employees of the North American Van company, and Miss Waverly, business representative of the Kansas City locals.

Forlein said the executive committee of the various local unions in Kansas City would meet Thursday afternoon to consider a resolution calling on the national organization to appropriate funds to carry on a strike at the Donnelly plant.

The delegates from this section will meet April 30 in St. Louis to go to Atlantic City by special train. Perlestein will be a delegate from St. Louis. The convention will last two weeks.

# Through Missouri Across to Baltimore

By Edgar Feltz  
Southern Regional Director

## Now Through For Old Firm

The agreement was signed and made up with the Southern Dry Goods Co., covering one of their selling down shops in St. Louis, was up for discussion at a meeting held last week.

The Southern Dry Goods Company is located at one of the big on middle streets in the center. The membership of the firm is only a small portion of the business, and they employ only a few hundred employees in their dress shop. One, however, was the first sales agreement they ever signed. After that they signed an agreement with the Associated Clothing Workers, covering several other branches, but no agreement, provided for the production union shop.

At this conference the Southern executives and several lawyers tried to digest the paragraph covering the production union shop. They seemed to be wondering how far the present trend of unionism which compelled them to sign this agreement would, even some of them indicated that it was my obligation, when I discussed that paragraph with them, to explain to them how I meant to interpret it in the future. We had before us the task of teaching an old-time, conservative firm the modern trends of labor relations.

## To Amend Or Not to Amend?

Local 112, which consists of a dressmaker workers, is but a few months old. The majority of its members are young women whom education and attendance meetings are here. Most of them do not know the fact that unions have reduced hours and lowered wages, but why unions should compel them to attend meetings is something many of them do not grasp.

The main question was also discussed at the meeting of Local 112, which consists of the Southern Dry Goods Co., a large retail dress store. After a long discussion, they also decided that every member of the local must attend at least one meeting a month.

## Women Leaders In Kansas City, Mo.

I had a really enjoyable evening recently when I attended a meeting of Local 112 in Kansas City. This local consists of workers in the four smaller dress shops in that city who have had agree-

ments with the S.A.W.U. dress shop. The girls of this local are those who carried the torch to Kansas City for the celebration of the end of the industry. They love their union and look upon themselves as the veterans of the garment union in Kansas City.

There were several hundred girls at the meeting, and it was presided in a most orderly and parliamentary manner. The credit for the fine success of conducting the local meetings is naturally due to the president of the local, Miss Mary Starnes, who makes the most outstanding chairman of any local under the jurisdiction of the Southern Regional Office. This young lady has acquired her leadership partly through union activity and partly through membership in church and social organizations in which she was active.

She could just as well be given the title of chairman of these four shops. Miss Starnes, of the Fashionable "Garment Company", who is also president of the Kansas City Union Board, Miss Coffey, who is the chairman of the Local Workers shop, Louise Smith, chairman of the LaVerna shop, and Mrs. Starnes of the Kopy (not Co.) These chairwomen have led their girls in the battle to enhance the status of the industry and are leading them at present to make the advantage of this local educational and enjoyable. It was really a pleasure to see how intelligently questions were discussed.

## F. C. Children's

Local 112, which consists of a dressmaker workers, is but a few months old. The majority of its members are young women whom education and attendance meetings are here. Most of them do not know the fact that unions have reduced hours and lowered wages, but why unions should compel them to attend meetings is something many of them do not grasp.

The main question was also discussed at the meeting of Local 112, which consists of the Southern Dry Goods Co., a large retail dress store. After a long discussion, they also decided that every member of the local must attend at least one meeting a month.

The activities of the local are gradually being expanded. Educational and social activities are part of the program and a good many of the girls in the shop have joined the different classes that have recently been organized, and the organization is growing in beauty and strength.

## They Are In Union Shop Now



Series of Meeting of Workers Employed in Pioneer Cloth Company of Baltimore, Md., On September 24, When Charter Was Presented to Them.

## A Fight in San Antonio, Texas

A real trade union fight was held last week for the first time in the history of San Antonio. The fight was arranged by our Union for the workers on the Pioneer Cloth Company of San Antonio to celebrate the establishment of the first strictly union shop in the garment industry in San Antonio.

Mexican Union, Mexican wage, Mexican status, and Mexican citizenship were gloriously displayed at this fight. Congressman Henry Bowers of San Antonio was the main speaker and he delivered one of his most brilliant speeches. In his address of the Mexican people and many other American and Mexican speakers, including our Mexican Union, delivered talks and everything in the city seemed to be in the air. It was a real fight in the spirit that we should be on task that was impossible to the S.A.W.U. They carried it as a victory of our organization in securing the inalienable rights of a city like San Antonio and making a Union of this type possible. It was the first real trade union victory in the Southern States.

## Old and Young In Battle, Md.

On Friday, September 24, I attended the first that consists of the workers of the Pioneer Cloth Company. The inauguration took place at a special celebration arranged for that purpose in conjunction with a dance that followed the inauguration. Every worker employed in the shop and a good many others were present. All the other Baltimore locals were represented by special committees, and the celebration lasted until the small hours of the morning. On Saturday evening, September 25, I had the pleasure of attending

## In the Middle West

A BUREAU SURVEY  
By Marie Rich, V.P.

## Big Stave

### Sign Contracts

From Milwaukee comes the news, through Mrs. Smith, manager of our local organization in that city, that he has just signed union agreements for alteration trade and Stave in six of the largest ready-to-wear Milwaukee stores.

They are: Baumgardner's, Fryer's, The Grand, Green's, Miller & Green, and Davis. Negotiations with other stores are now on and the prospects for signing them up are quite good. The agreements call for minimum wage scales; a 1 per cent increase for those who receive less than \$20 per week; a 5 per cent increase for those who get above \$20; pay for all holidays; that the store observe, and then and a half for overtime.

## The CIO State Key

The Wisconsin State Industrial Union Council of the CIO held a conference in Milwaukee from September 10 to October 2, 1937. Delegates representing 15,000 members were present. The S.A.W.U. was represented by 15 delegates from Milwaukee, St. Louis and La Crosse.

R. Ben Smith's visit was a very successful occasion. One of our delegates, Mary Schrock, was the only woman who spoke at the convention and she got a fine reception. Manager Smith was elected as one of the 12 vice-presidents elected by the State body. The convention also passed a strong resolution to cooperate with our strike at La Crosse.

going back because there was no room for them in the large Red Carriers' Hall which has a seating capacity of about 1,500.

Of course, this problem will have to be met soon if we have to build our own building. Until then, representatives of the local are working every inch and corner of the Loop to find a suitable meeting space. Meeting Local 112 on 10th St. I am certain that they will be successful and confident for the entire membership to meet in.

## The Starting-Ballroom Campaign

None of importance for the entire union dress industry is contained in the developments connected with the plans of the Starting-Ballroom Corporation.

This firm is among the giants of the industry, controlling and owning as it did twenty-two stores in various cities throughout the United States. The firm makes every conceivable item in the retail garment industry from raising collars, skirts, work-clothes, to dress hats in which the S.A.W.U. is directly concerned, retail dresses, alterations dresses are made in their own plants in Washington, W. Va., and in Baltimore, Md.

Through the active assistance of the CIO in Washington, W. Va., and in Baltimore, a short time back in getting Started dress campaign who is now organized in Greater Park, Md. S.A.W.U. supported in Cincinnati, O., and in Chicago, Ill., for aid in completing campaign. Our other occupied

and numerous ways, now:

I had a really enjoyable evening recently when I attended a meeting of Local 116 in Kansas City. The local consists of workers in the four smaller chain shops in that city who have had agree-

mental and social activities are next on the program and a good many of the girls in the shop have joined the different chains that have recently been organized, and the organization is growing in beauty and strength.

## ILGWU Unit in Kokomo, Ind.



Captain Charlotte Anita French, Charter of Local 116 to 644 Employed by Ballantine Company in Kokomo, Ind. City—Pam Ballantine, Unionist for Long Time.

played in the shop and a good many guests were present. All the other Ballantine units were represented by special committees, and the celebration lasted until the small hours of the morning.

On Saturday evening, September 28, I had the pleasure of installing the local that consists of the workers of the Louis Harris Corporation, who are employed in the three shops that the firm operates in Baltimore. A good many members of Local 4 of Baltimore, who are working at present for Louis Harris, had to be transferred to this new local, a good many of them being veterans. They helped me, many of them members of our Union for the past quarter of a century, and young girls who were just stepping into the new world were there.

At a meeting of this type we could not avoid discussing the old days of our organization. There were talks in the open of the veterans when we related to one another the struggles and conditions of all these years. The program consisted of songs, stories and there was a special after supper.

The Executive Board of these units are now being organized and the members of all the units have been given us for definite, ready action.

of our delegates, Mary Schmitt, was the only woman who spoke at the convention and she got a fine reception. Manager Schmitt was elected as one of the 12 vice-presidents elected by the State body. The convention also passed a strong resolution to cooperate with our strike at La Crosse.

## Chicago Dressmakers, Local 100

The Executive Board of Local 100 is a real congress of labor. It is fully aware of the fact that the destiny of its 4,000 members, and perhaps another 10,000 souls who depend upon them, rests upon it.

At the weekly meetings of the board, discussion as to how to better the conditions of the workers are always on the order of the day. Great concern is given to the new labor settlement system that the Union has lately inaugurated and many resolutions are drafted and passed themselves with that new system and with the various branches of the organization.

The meetings of Local 100 are very well attended and it is not an exaggeration to say that from 10 to 25 hundred members come to a meeting—and only the other day, as I went to a meeting of the local, I saw hundreds of members

Through the active assistance of the CIO in Washington, W. Va., and in Kokomo, a start was made in getting interested groups together, who in turn appeared in Brother Davis' new ILGWU organizer in Cincinnati, O., and to our Chicago office for aid in completing organization. Our office assigned Helen Harrison of Milwaukee to help Brother Schmitt conduct the campaign in Washington and Sister Iris Smith was assigned to carry on an active campaign in Kokomo.

Each office reports excellent progress. Washington is almost completely organized, and Kokomo is rapidly getting into shape. At first, the company fought our Union with an effort to bring in company unions, but several hearings before the National Labor Relations Board in Cincinnati, in which Brother David Schmitt and Attorney Philip attended in behalf of the ILGWU, resulted, at least for the time being, in establishing friendly relations with the local, and the president of the company, in the meantime without explanation, has been down to help the Union in setting up the company officials in Chicago for cooperation to be started.

In Kokomo, the workers already have been absorbed by the ILGWU as Local 116.

Justice  
June 15, 1937

By Meyer F.

ILGWU

### In Kansas City

The drive to organize the Nelly Garment Company continues to be the sensation of the day and promises to become more dramatic as the drive continues. Many outside elements have entered the field, such as detective agencies, some of them the most notorious agencies in the country, as well as the "protective council" of the anti-union industrialists in the city. This latter group has entered the field to help the Donnelly Garment Company. The campaign we are conducting is a three-fold one. First, to unionize the workers in the shop; second, the wide publicity campaign, and, third, personal contact with retailers that sell, and with the public that buys, the Nelly Don Dress.

This week two groups of our girls have left for the road to visit every town over 10,000 where the Nelly Don Dress is being sold. The first group left last Saturday. A young lady by the name of Jane

Palmer, who was formerly a practicing attorney in Kansas City and has for the last six months been connected with our Union, is in charge, accompanied by Esther Smith, a member of Local 115 in Kansas City, who on the picket line has developed an intelligent initiative and knowledge to be entrusted with this important work. These two will visit the Middle West and Eastern section of the country. Another group, headed by Miss Mary Jane Miller, manager of Local 116, Houston, Texas, accompanied by Grace Ballard, a member who recently joined our ranks in Kansas City and had the privilege of being a delegate to our convention, will visit the South. Retailers, labor and the public will be urged to support the drive to organize the Nelly Don Dress.

Houston,

Texas

5820

Alteration workers in large department stores in Houston are striking. A group in one of the largest stores has recently joined our Union and a local will soon be established for them. With the beginning of the Fall season, demands for shorter hours and an increase in wages will be presented to the large retail stores.

Things are running smoothly in Local 314, Houston. While the manager, Mary Jane Miller, is on the road in connection with the publicity campaign against Donnelly Garment, Sol Goldberg of Kansas City will be temporarily in charge.

1517

Justice  
May 1, 1937

By Meyer Perlestein,  
ILGWU Regional Director

Kansas City,  
Missouri

XXXX

Prior to 1933 our Union had hardly any organization in Kansas City. As reported to the Chicago convention, we succeeded, in 1933, in organizing a few of the smaller cloak and dress shops, forming our first local, No. 114, in August of that year.

The Union, however, was not constantly at its task, although it worked with greater or lesser activity at times, for the unionization of the

local market. During 1934 and 1935, some headway was made by the organization of a few more of the smaller shops though it still failed to make a dent in the big factories.

The real break in the Kansas City situation came towards the end of 1935, growing out of a strike which the Union conducted against the Stern-Siegman-Prins Co. during July and August of that year. The drive against Stern-Siegman-Prins actually had begun a year prior to that, when in June, 1935, the Kansas City Joint Board began its activity to unionize the workers of the Stern-Siegman-Prins firm. Shortly thereafter, the Missouri State Federation of Labor, in convention, placed this company on its unfair list.

The heroic conduct of our Kansas City workers on the picket line during the Fall of 1935 and the publicity campaign which followed it obviously had the right effect. Shortly thereafter the Kansas City Joint Board succeeded after several months of negotiations in reaching an agreement with the firm on the

basis of a complete union shop which established fair and high wage conditions in the factory in North Kansas City and established normal trade union relations between the workers and the firm. The Stern-Siegman-Prins settlement created a deep impression throughout the women's garment markets in the Middle West. The first immediate effect of the Stern-Siegman-Prins settlement was the signing of an agreement with the second largest cotton garment firm in Kansas City, the Liberty Garment Company, on February 23, a firm employing 450 workers in two shops in Missouri. This firm became also the first union label cotton dress factory in Kansas City.

The immediate result of this settlement was an agreement with the second largest cloak shop in Kansas City, the Brand and Paritz Company. The next agreements signed in Kansas City were with the Marlene Dress Company, a silk dress shop employing about 100 workers, and the Caplan Garment Company, a cotton dress shop employing 100 people, which were followed by strikes in three large shops—the Gordon Bros. Manufacturing Company, a cotton dress shop employing over 200 people in Kansas City and about 150 people in Richmond, Missouri, the Missouri Garment Company, a cotton dress shop employing over 300 people, with whom the Union had had several battles and lost, and the Gernes Garment Co., a children's and juniors' dress shop employing over 200 workers. Agreements were also signed with three firms.

The membership in the Union in Kansas City, which totaled about 175 members before the conclusion of the agreement with Stern-Sigman-Prins, has now grown to 2,200 members. Sister Wave Tobin, former secretary of the St. Louis Joint Board, has been in Kansas City for a year and a half as manager of the Joint Board.

The Union is now concentrating on organizing the few remaining small shops while preparing to organize a drive to organize the Donnelly Garment Co., the shops owned by former Senator James Reed, and employing about 1,500 workers.

Despite the storm and stress of organization life which our Kansas City locals have had to endure

Justice  
March 15, 1937

## Movement Begun To Organize Nelly Donnelly Firm in Kansas City

### Dubinsky Says He Will Deal With Ex-Senator Reed As A Maker of Dresses.

David Dubinsky, president of the IIAWU, on Saturday, March 6, officially launched a movement to organize the Donnelly Garment Company, controlled by Mrs. James A. Reed.

Dubinsky, speaking before more than 700 members of the Union in Kansas City, Mo., in the Little Theatre of the Municipal Auditorium, emphasized the need for organizing all Kansas City garment factories, including the Donnelly concern.

"Mr. Reed said many harsh things about me during the recent political campaign," Dubinsky said, "but all that is past and I shall deal with him only as a maker of dresses. He shall be treated with consideration during our movement to organize his workers, regardless of the stand he takes."

#### Refers To Campaign

Discussing the report that employees of the Donnelly Company signed a pledge of allegiance to their employers, Dubinsky said:

"In the presidential campaign Mr. Reed called me a Bolshevik and said many other uncomplimentary things about me. You would imagine that I had long whiskers, a pocket crammed with bombs and did nothing else but wave a red flag.

"The Bolshevik charge is old stuff. Non-union employers always call their employees such names when they ask for a raise in pay."

#### Defends Court Plan

Dubinsky also defended the President's plan for reorganizing the United States Supreme Court, asserting the opponents were the same group who opposed Roosevelt's reelection.

"The election November 3 should be considered a mandate by the people for the changes proposed by Mr. Roosevelt since they voted for him knowing that he would do

whatever was possible to help them."

Dubinsky said that Reed would receive a polite letter within a few days inviting him to confer with Kansas City labor leaders about signing a union contract.

"If he refuses to meet with us, we shall start our campaign," President Dubinsky said. "It may take a long time to organize the Donnelly company plant, but we will win out in the end, as all the 700,000 members of our organization are behind us."

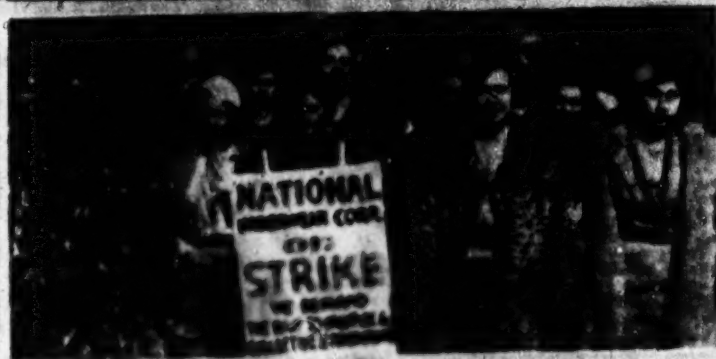
#### Installs Officers

At the conclusion of the meeting President Dubinsky installed officers in the new local Union which was chartered at the Stern-Siegman-Prins Company when that concern signed a Union contract.

The officers are Omar Ross, president; Ethel Foster, vice-president; Ann Havig, secretary-treasurer; and Joe Easton, sergeant-at-arms.



## Society Women Picket St. Louis Underwear Shop



200 Girls Picketing the National Underwear Corp. Picketing in St. Louis. Also Picketing on Picket Line by "Mother" in St. Louis. Photo Frank Wolf

are on the Coast for a vacation. In the meantime they reduced the hours to 44. They will have to come back again, the women say, to get an answer to their demands. If not, there will be a strike called in this shop as well. The workers of the Triggery Co. of Memphis have won their strike and are now busy helping the girls in the other shops to obtain better conditions.

### Philadelphia, Pa.

During 1932, a strike drew the laughing about 100 people, was away from Philadelphia as one of the workers in that shop began to organize. They moved to Philadelphia, Pa., believing that most of the girls in Philadelphia would join in their fight. At Philadelphia, they had the girls in Philadelphia join in their fight. Most of the girls in Philadelphia are the wives, daughters and servants of millionaires, and of course they were through a lot of

Several hundred girls and women from the Montgomery factory have joined the Union. By the end of this week, a letter will be dispatched to this firm, requesting a conference for an agreement. If no results are reached, the workers of this large underwear firm may soon be on strike.

### Atlanta

Preparations are being made for a general walkout in the Atlanta. We hope that the New Atlanta manufacturers will also realize that the trend of the times is with the union and that they will come to terms with their workers without a strike. If not, we shall have no alternative but to declare a strike in the Atlanta.

And then on the following, every shop and working on all fronts, the people everywhere are enthusiastic, full of faith and eager to move forward.

**A MOVIE MAN, DONNELLY'S,  
Meyer Perlstein, Organizer, Opens  
Headquarters Here**

Meyer Perlstein of St. Louis, south-west regional director of the International Ladies Garment Workers' Union, opened headquarters at 1622 Baltimore avenue today to organize, he says, the Donnelly Garment company.

"We will open with an advertising campaign through newspapers and radio, against the patronage of garments manufactured in the Donnelly plant," Perlstein said. "Six girls now are undergoing training to travel from coast to coast visiting store keepers handling the Donnelly garments urging them to stop handling the Kansas City product. If the store operators refuse to comply their stores will be picketed."

"As the membership of our union in the Donnelly plant increases, a strike will be called. In such a case additional money will be required and we are ready to spend \$250,000 to accomplish our goal, and that amount is ready."

There are two organizers working the plant at the present time. Miss Wave Tobin, manager of the local union, said, and this number will be increased to fourteen, she said, to build up the membership of the I. L. G. W. union in the Donnelly plant. Both Miss Tobin and Perlstein said a strike would be necessary.

# THE DALLAS JOURNAL

5826

DALLAS, TEXAS, TUESDAY, OCTOBER 1, 1935

## Injunction to Prevent Trinity Cal

### Supreme Court Refuses Habeas Writ



Meyer Perlstein, representative of the International Ladies' Garment Workers' Union, Tuesday was serving the second day of his three-day jail sentence for contempt of court for his participation in the disorders some weeks ago in connection with the lo-

cal garment workers' strike. Before Perlstein can be released from jail he must also pay a fine of \$100.

The picture shows the union representative behind the bars of his cell door just before he learned that the Supreme Court had refused to permit his release on a writ of habeas corpus.

[fol. 5829] (Plaintiff's Exhibit 71.)

**Affidavit.**

State of Missouri,

City of St. Louis—ss.:

Before me, the undersigned Notary Public, personally appeared James J. Milligan, who on his oath states:

I am a practicing attorney in the City of St. Louis, Missouri; that during the year 1935 I was engaged as Special Prosecutor in the two St. Louis City Courts and the two St. Louis Courts of Criminal Correction in connection with the prosecution of charges against persons involved in the strike of the International Ladies' Garment Workers' Union against the Forest City Manufacturing Company. The defendants in these cases were defended by attorneys employed by the International Ladies' Garment Workers' Union, and that Union supplied bail bonds for such defendants.

The charges in these cases were principally for violations of St. Louis City Ordinance 1471, covering disturbers of the peace, and St. Louis City Ordinance 1472, covering egg-throwing.

The following is a list of a few of the convictions obtained in the City Courts:

Defendant	Date of Offense. 1935	Date of Trial 1935.	Penalty Assessed	Court
Pearl England	March 12	Mar. 20	\$25. & costs.	City Ct. #1
" "	March 12	" "	"	"
" "	Mar. 14	Mar. 20	\$25. & costs.	City Ct. #2
" "	Mar. 26	Apr. 4	\$25. & costs.	"
" "	Apr. 5	Apr. 17	\$25. & costs.	"
" "	Apr. 12	Apr. 18	\$50. & costs.	City Ct. #1
Hester Vance	Feb. 26	Apr. 4	\$50. & costs.	City Ct. #2
" "	Mar. 14	Mar. 20	\$25. & costs.	"
" "	Mar. 14	Mar. 20	\$25. & costs.	"
" "	Mar. 15	Apr. 4	\$25. & costs.	"
" "	Apr. 5	Apr. 17	"	City Ct. #1
" "	"	"	"	"
Virginia Price	Mar. 1	Mar. 20	\$25. & costs.	"
" "	Mar. 22	Apr. 4	\$10. & costs.	City Ct. #2
Lena Meyers	Mar. 26	Apr. 4	\$25. & costs.	"
" "	Mar. 28	" "	\$90. & costs.	"
" "	"	"	\$100. & costs.	"
" "	"	"	& 30 days.	"

[fol. 5830]

Dorris Smith	Mar. 12	Mar. 20	\$25. & costs	City Court #1
" "	" "	" "	" " "	" " "
" "	" 28	Apr. 4	\$100. & costs	" " "
" "	" "	" "	& 30 days	" " #2
" "	" "	" "	\$90. & costs	" " "
" "	" 20	" 17	\$25. & costs	" " #1
Rachael Koontz	" 22	" 4	\$25. & costs	" " #2
" "	" 22	" 4	\$25. & costs	" " "
" "	" 29	" 17	\$50. & costs	" " #1
" "	Apr. 1	" 17	\$10. & costs	" " #2
" "	" 12	" 18	\$100. & costs	" " #1
Mary Sullivan	Mar. 14	Mar. 20	\$25. & costs	" " #2
Mary Temming	Feb. 8	Apr. 11	\$100. & costs	" " #1
Artie Wilson	" 11	" 4	\$25. & costs	" " #2
Walter Muthe	Dec. 12/34	" 4	\$50. & costs	" " "
Celia Cervinski	"	"	\$10. & costs	" " "
Irene Page	"	"	\$10. & costs	" " "
Sarah Reiss	"	"	\$25. & costs	" " #1
Estelle Foster	"	" 11	\$250. & costs	" " "
Dorothy DeVeydt	"	May 10	\$10. & costs	" " #2
" "	"	"	" " "	" " "
" "	"	"	\$25. & costs	" " "
Helen Dorris	"	"	\$10. & costs	" " "
" "	"	"	" " "	" " "
Catherine Betts	"	"	" " "	" " "
" "	"	"	" " "	" " "
Dorothy Wagner	"	"	\$25. " "	" " #1
Helen Harris	"	June 6	\$10. & costs	" " #2
" "	"	"	\$10. & costs	" " "
Dorothy DeVeydt	"	"	\$50. & costs	" " #1

The following is a list of a few of the convictions rendered in the City Courts, which were sustained on appeal in Division No. 2 of the St. Louis Court of Criminal Correction:

Cases Tried On May 2, 1935, in  
St. Louis Court Of Criminal Correction,  
Div. #2, And Disposition

Name of Defendant.	Disposition.	Original Fine	Final Disposition.
Rachael Koontz	Sustained	\$10. & costs	Paid \$10. & costs.
Rachael Koontz	Sustained	\$100. & costs	Paid \$10. & costs
Rachael Koontz	Sustained	\$50. & costs	Paid \$10. & costs
Rachael Koontz	Sustained	\$25. & costs	Paid \$10. & costs
Rachael Koontz	Sustained	\$25. & costs	Paid \$10. & costs
Doris Smith	Sustained	\$25. & costs	Paid \$25. & costs
Doris Smith	Sustained	\$25. & costs	Paid \$25. & costs.
Doris Smith	Sustained	\$100. & costs	Stayed on good behavior
Doris Smith	Sustained	\$90. & costs	Stayed on good behavior (Workhouse sentence)
Doris Smith	Sustained	\$25. & costs	Stayed on good behavior
Hester Vance	Sustained	\$25. & costs	Stayed on good behavior
Hester Vance	Sustained	\$50. & costs	Stayed on good behavior
Hester Vance	Sustained	\$25. & costs	Paid \$25. & costs.
Hester Vance	Sustained	\$25. & costs	Paid \$25. & costs
Hester Vance	Sustained	\$25. & costs	Stayed on good behavior
Pearl England	Sustained	\$25. & costs	Stayed on good behavior
[fol. 5831]			
Pearl England	Sustained	\$25. & costs	Paid \$25. & costs
Pearl England	Sustained	\$25. & costs	Stayed on good behavior
Pearl England	Sustained	\$25. & costs	Paid \$25. & costs
Pearl England	Sustained	\$50. & costs	Stayed on good behavior
Lena Meyers	Sustained	\$90. & costs	Paid \$10. & costs
Virginia Price	Cont'd to May 16,	\$25. & costs	(sustained May 16)
Virginia Price	Cont'd to May 16,	\$10. & costs	(Sustained May 16)
Artie Wilson	Sustained	\$25. & costs	Stayed on good behavior
Marie Sullivan	Cont'd to May 16,	\$25. & costs	(sustained May 16)
Estelle Foster	Sustained	Motion for new trial Set for May 23rd.	

The evidence in some of these cases of peace disturbances showed that the police were present and on duty at the time of the assault, but were unable to intercede in time to prevent the assaults. The facts adduced in these trials of peace disturbance range from the use of vile language to bodily assaults and injuries, stripping of clothing, throwing acid, beating and kicking employees of the Forest City

Manufacturing Company who continued to work after the strike was called by the International Ladies' Garment Workers' Union.

JAMES J. MILLIGAN.

Subscribed and sworn to before me this 27 day of October, 1937. My commission expires December 17, 1937.

JENNIE R. FRAME.

Notary Public.

[fol. 5832] Cross-Examination of Mr. DUBINSKY.

p. 2214 By Mr. Hogsett:

p. 2227 Q. What position does Meyer Perlstein hold, and did he hold in 1937?

A. Regional Director.

Q. Southwest Regional Director?

A. Southwest Regional Director.

p. 2228 Q. What were his duties? What jobs did you tell him specifically that you wanted him to [attent] to?

A. General supervisor of this territory; supervise the local unions, advise them in their actions, guide them, help them in their organizational activities, help them on all matters where he could be of value and assistance to them.

p. 2229 Q. You felt that you had a reasonably accurate picture of what Mr. Perlstein was doing?

A. I had a reasonably fair picture of what he was doing.

p. 2233 Q. I will show you something that might jog your memory. I hand you Plaintiffs' Exhibit 28A, being your announcement to the Associated Press in Washington, on November 9, 1936, and ask if that refreshes your memory as to who it was that determined upon the drive to organize the Donnelly Garment Company?

A. This indicates that the General Executive Board authorized it.

p. 2234 Q. Was the Donnelly Garment Company drive specifically authorized by the General Executive Board?

A. Yes; it was authorized by convention subsequently.

Q. I am sticking, for the present, to November 9, 1936, in Washington, D. C. and I would like a direct answer: Was the drive to organize the Donnelly Garment Company specifically authorized by the General Executive Board at its meeting on that day and in that city?

A. Yes.

p. 2236 Q. Now, all of these drives that I have mentioned were purely local matters except the drive on the Donnelly Garment Company and the drive on the St. Louis companies; those had the attention of yourself and the General Executive Board, is that right?

A. Those that you have mentioned?

Q. Yes. A. You are right.

Q. Now, Mr. Dubinsky, who had charge of the carrying out of the drive to organize the Donnelly Garment Company?

[fol. 5833] A. Meyer Perlstein and Wave Tobin.

p. 2238 Q. Now, in the drive on the Donnelly Garment Company who laid out the particular plan of campaign there? A. Meyer Perlstein:

Q. Your Lieutenant? A. Yes.

p. 2247 Q. Now, in case all of the [employers] of a plant, 100 percent who have their own union, and through that union they enter into a collective agreement with their employer, and they are entirely satisfied with their wages, hours and working conditions and representation, is it the International's policy to let those employes alone or do you attempt to take them into your union, nevertheless?

Objection—immaterial

A. We attempt to take them into our union, nevertheless.

Q. That is to say, you claim the right,—not only claim it but act on it, act on the claim that you have a right to organize [employers] who are already organized and who unanimously say they are satisfied and have no grievances.

That is what your answer amounts to doesn't it?

Objection—immaterial

A. Yes.

p. 2248 Q. Now, take another case. The case of a garment plant where all the employees in that plant have formed their own union and where the International does not have a single employee as a member, is it the policy of the International to let those employees alone with their organization they have already got or do you attempt, nevertheless, to take them into your union?

Objection—immaterial

A. We will make attempts to take them into our union.

p. 2250 Q. Do you recall, referring to the Gernes Garment Company, I mentioned reading an article in Justice of April 1, 1937, where your regional director, Perlstein, said, referring to the Gernes, the Gordon and the Missouri Garment Companies "These three firms will soon have union shops. If not they will never again manufacture dresses?" Did you read that?

Objection—immaterial

A. I think I did.

Q. To bring it back to your mind clearly I show it to you. Do you see it there in the article by Meyer Perlstein under date of April 1, 1937, referring to the strikes in Kansas City and specifically to the Gordon, Missouri and Gernes Companies this language: "These three firms will soon have union shops. If not, they will never again manufacture dresses." Do you now remember reading that?

Objection—immaterial

A. I now remember not having read it.

Q. Your memory has improved since I showed it to you?

## Objection—immaterial

[fol. 5834] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. Because I heard it here at the court and thought that I read it but now when I observe it in the paper I remember distinctly not having read it. Still and all I am ready to go into it.

Q. Do you recognize that statement?

A. Not in the language that it has been written.

Q. Do you endorse it with any qualifications?

A. Yes.

p. 2251 Q. And this paper under its banner, as a part of its banner says that it is the official organ of your union? A. Yes, it is.

p. 2254 Q. I will withdraw the question and put another one. In case 100 per cent of the employees protest against your intervention you go right along and attempt to organize them nevertheless, don't you? A. Yes.

p. 2255 Q. Before you ordained the beginning of that drive had you personally ever been in the Donnelly plant or had you ever talked with any employees of that plant? A. No.

Q. To the best of your knowledge had Mr. Luigi Antonini ever visited the plant or talked with any of its employees?

A. To my knowledge, no.

Q. Or had Mr. Abraham Katovsky ever?

A. To my knowledge, no.

p. 2256 Q. Or had Mr. Morris Biotis?

A. To my knowledge, no.

Q. Or had Mrs. Rose Pesotta?

A. To my knowledge, no.

Q. Or had Mr. Israel Feinberg?

A. To my knowledge, no.

Q. Or had Mr. Salvatori Ninfo?

A. To my knowledge, no.

Q. Or had Mr. Basilio Disti?

[fol. 5835] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. To my knowledge, no.

Q. Or had Mr. Max Cohen or Mr. Louis Levy, or any other member of the general executive board? A. To my knowledge, no.

p. 2257 Q. I show you exhibit 29, which is a newspaper item in the Kansas City Times, I think, of February 26, 1937, and ask you to glance it over. A. Yes I have read it.

Q. Now that you have read it do you approve what he says there; do you regard it as an accurate statement of the plans and policies of the International at the time he made the statement?

A. Providing you go item by item, generally so.

p. 2258 Q. I am asking you only whether you approve of what Mr. Perlstein is there represented as having said?

A. I will have to go over it item by item.

Q. It is rather important. I wish you would take the time to do that.

A. "Meyer Perlstein of St. Louis, regional director of the union, said that the International headquarters had appropriated a large sum to be spent in the drive seeking recognition of the I.L.G.W.U., as the collective bargaining agent in the Donnelly Garment Company." For the campaign of organizing the dress industry or the non-union shops, in substance he is right.

Q. Pass to the next statement attributed to Mr. Perlstein, either in quote marks or otherwise?

A. "We are going to send a letter to the Donnelly Garment Company within the week suggesting a conference to establish collective bargaining on the questions of wages and working hours." I agree with him on that.

Q. Continue.

p. 2259 A. "If the firm refused, we'll go to the consuming public of the country and advise buyers of the wages and hours prevailing there now." I agree with that.

Q. Take the next statement attributed to him.

A. "The regional union director, who will remain in Kansas City to supervise the organization campaign, said the minimum wage in this section for women making silk dresses is \$22.05, working a five-day week. He said the Donnelly Garment Company employees receive a minimum of \$15.00 weekly, and that they are working forty-five hours weekly now." Substantially right.

Q. Take the next.

[Vol. 5836] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. "Mr. Perlstein announced that Miss Jane Walker Palmer, 4040 Bellefontaine Avenue, a graduate of the Kansas City School of Law in 1932, started work yesterday organizing an educational campaign for members of the union." I suppose those arrangements he made and so stated. "After-work classes in music, art, economics, public speaking, trade unionism, parliamentary law, and dramatics will be offered the members. The board of education will be asked to furnish teachers, Mr. Perlstein said." I find no objection to that. "The campaign lines. Part of the union's campaign directed against the Donnelly Garment Company will be to send six women to cities and towns where its garments are sold 'advising retailers and labor organizations', Mr. Perlstein said. Miss Palmer will have charge of this squad of field workers." I find no objection to that.

p. 2260

Q. You knew that was part of the plan and it had your full approval?

A. I knew that he contemplated it.

Q. And it had the full approval of yourself and of the general executive board?

A. There was no objection on my part.

Q. And that is true of the general executive board?

A. Until ratified by the general executive board, because between sessions I am to exercise my own judgment.

Q. Take the next paragraph.

A. "'Within a year we'll have it completely organized', Mr. Perlstein said, 'As soon as we have enough members, we'll call a strike. This will be in addition to carrying our side to the consumers'". I have no objection.

Q. Do you now, speaking as president of the union, say that was a proper statement for Perlstein to make for your union at that time?

p. 2261 A. I would have added the words "Subject to the approval of the general executive board."

Q. Other than that do you approve of what he said?

A. Other than that I do approve.

p. 2262 Q. Now, on March 5, 1937, you made a speech here at Kansas City, didn't you, about your plan to organize the Donnelly employees?

A. Yes, I did.

Q. I show you Exhibit 31 and ask you to glance it over and see whether it correctly quotes you, with substantial accuracy.

A. As I recall, this was not the report of the meeting held, but it was rather an interview the following day.

Q. I gathered that it was a report of the meeting, but whatever it is is it substantially accurate, is it a substantially accurate account of what you said?

[fol. 5837] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. Yes.

Q. In that connection you will note that you apparently learned and made comment upon the fact that the employees of the Donnelly plant had signed a pledge of allegiance to their employer?

A. Yes.

p. 2264 Q. Don't you know that the Pledge of Allegiance was not all that this document contained, but that it also said, 'We refuse to acknowledge or be represented by any labor organization?

A. I didn't know it at that time, but I know it now.

Q. That wouldn't have made any difference if you had known that?

A. Not much, frankly.

Q. In other words, the attitude of the employees, speaking with perfect frankness and candor, was a matter of utterly no importance to you?

A. Based on my knowledge and experience under the circumstances that these things happened, it did not.

p. 2266 Q. The record shows that on May 25 Mr. Perlstein gave out another announcement to the Kansas City Star, which I will now show you and ask you to glance that over.

p. 2267

A. Yes, I have read it.

Q. Did you see the item at the time or substantially at the time it appeared?

A. No.

Q. Was it reported to you at the time or at about the time it appeared?

A. I don't remember it having been reported to me.

Q. As you now read it do you approve it as a correct statement of the then plans of the International for the organization of the Donnelly plant?

A. No.

Q. In what respect is it not an accurate statement of the plan?

A. "We will open with an advertising campaign through newspapers and radio against the patronage of garments manufactured in the Donnelly plant" Perlstein said. "I agree with that. "Six girls now are undergoing training to travel from coast to coast visiting storekeepers handling the Donnelly garments urging them to stop handling the Kansas City produce." I could not agree. If he had said "The Donnelly product", I would have agreed.

Q. Is it not apparent that is what it means?

[fol. 5838] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. It is apparent.

Q. But "the Kansas City product" in the connection in which those words are used obviously means the Donnelly product?

A. Yes.

Q. Then you do approve that?

A. Yes.

p. 2274 Q. Mr. Dubinsky, yesterday you said that even though all the employees in a plant are already organized in their own union and have said they do not want to join your union or be represented by it, it is your policy nevertheless to attempt to organize them. You recall that?

A. Yes, I recall that answer.

Q. In such a case do you seek a closed shop contract with the employer?

A. If we can get it.

Q. And if you get a closed shop contract, under those conditions it means that the employees will have to join your union to hold their jobs?

A. In those cases we do not expect the firm to discharge the workers.

Q. Well, what is a closed shop contract, if it does not mean that they either must be members or must become members of your union?

p. 2275

A. A closed shop contract would mean that all workers who are employed are to be engaged by a firm to be members of the union.

p. 2276

Q. I will eliminate the word "common". If in the conditions that I have put to you this morning you get a closed shop contract with the term in it, then the employees must join your union or lose their jobs, is that right?

A. If that condition should be obtained from the employer, he should have agreed to sign such a contract, that would be the requirements of the contract.

Q. And the employees would have to join whether they wanted to or not, or lose their job?

A. If this would have been the requirements of the contract.

Q. We will start again. If the contract requires them to join, that is, the contract between the employer and your union, then the employees, whether they like it or not have to join or lose their jobs?

A. Exactly, if this is the requirement of the contract.

p. 2279 Q. Now, referring to the article given out by Mr. Perlstein on May 25, 1937 you recall the article had an item in it as follows: "As the membership of our union in the Donnelly plant increases, a strike will be called. In such a case additional money will be required and we are ready to stand \$250,000.00 to accomplish our goal, and that amount is ready." You recall that in the item?

[fol. 5839] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I recall that.

Q. Was that a true statement or false statement, the \$250,000.00 had been appropriated for the Donnelly drive?

A. It was not appropriated, \$250,000.00 for the Donnelly fight at that time.

Q. Did you later?

A. No.

Q. Well, the statement was just without foundation altogether, was it?

A. What period was it the statement appeared? Was it after our convention?

Q. The exact date is May 25, 1937.

A. Well, by that time we had the decision of the convention, \$100,000.00 appropriated.

Q. I am speaking about a quarter of a million dollars, Mr. Dubinsky, the exact language is "In such a case additional money"—that is in the event of a strike—"We'll be required

and we are ready to spend \$250,000.00 to accomplish our goal and that amount is ready."

p. 2280 A. If it referred to Nell Donnelly Company it was not correct; if it referred to the cotton garment industry or the dress industry it was correct.

Q. This refers only to the Donnelly plant?

A. Then it was not correct.

Q. Then it is a false statement?

A. It was not correct.

Q. Now, I show you a full page advertisement inserted by your union in the Kansas City Star or Times and the Kansas City Journal-Post on June 9th and June 8th respectively and ask you to hold one copy of it while I keep the other. Do you recall the insertion of those ads by your union?

A. Very definitely so.

p. 2281 Q. I notice at one place in that ad which is addressed to the management of the Donnelly Company you say this "And as practical business people you, we take it for granted, realize that whatever your feelings for the moment may be you will eventually have to carry on collective dealings with the International Ladies' Garment Workers' Union which cannot, should not and will not permit one individual employer to segregate itself from the rest of the industry in matters of work conditions and other fundamentals of employment." Now, that represented your view at that time did it, and the view of your General Executive Board?

[fol. 5840] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. It represented my view at that time, it represents my views today.

- p. 2283 Q. Now, will you give me your attention to the lower part of the second column of the ad: "It still lies within your choice to avoid a conflict which may prove as costly as it appears futile at this stage to all sides involved in it. Your readiness to meet us in this endeavor in a spirit of industrial statesmanship rather than in that of guerrilla warfare will be applauded by every constructive factor in the dress industry and by industry in general the country over." That represented your views at the time the ad was written?
- A. Yes.
- Q. Whose particular choice of language was the use of the word "guerrilla warfare?" Was that Mr. Dannich's or yourself?
- A. That is Mr. Dannich's.
- Q. But you approved it?
- A. I thought it fits into the situation.
- Q. I say you approved it?
- A. I said I approved the entire ad. The entire ad was submitted [for] me for approval so I approved it.
- p. 2288 Q. Did you ever tell Perlstein that you were opposed to violence?
- A. I don't think so.
- p. 2289 Q. Did you ever tell Wave Tobin that you were opposed to violence?
- A. I don't think so.
- Q. Did you ever tell Merle Zappone of your Texas organizing staff that you were opposed to violence?
- A. I don't think so.
- Q. Did you ever tell Edith Phillip of your St. Louis organizing staff that you were opposed to violence?
- A. I don't think so.
- p. 2300 Q. Let me have Justice, Exhibit 45-2, April 1, 1937. Will you look at page 8 and see whether you see an item there regarding that fact that "Over 200 girls strong from the Liberty Frock were on the picket line in the Gordon Manufacturing Company strike last week and

everyone who saw them was wondering at how quickly they had acquired their knowledge. They certainly have given a good account of themselves." Do you see that?

[fol. 5841] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. Yes.

Q. Now, under the constitution, page 38, the General Executive Board is given power, at the bottom of Section 2, Article 7: "Whenever any branch of the trade is involved in a strike or lockout, the General Executive Board shall have the power to order a strike in such other branches as it may deem necessary in order to assist the members on strike." Is that right? A. That is the constitution.

p. 2303 Q. You did not say you were opposed to it did you? Well, I will refresh your memory "Mr. Dubinsky, what is the policy of your organization with reference say first to sit-down strikes?

A. We do not favor sit-down strikes.

Q. Do you or do you not condemn them?

A. We had no occasion." That was your evidence yesterday?

A. Yes.

p. 2304 Q. Now, when did you reach the frame of mind where you say you do not favor the sit-down strike? When did that first become a part of your belief?

A. It would be hard for me to tell.

Q. Do you remember any particular change in your mental process on that subject when you reached a conclusion that "From now on I am against it"?

A. I remember when the first sit-down strike took place in the auto industry, when it was considered by some labor leaders as an industrial weapon for establishing collective

bargaining and conditions for workers. There were differences of opinion within labor circles whether it is a legitimate weapon, legal and effective.

p. 2305

Q. And which side were you on?

A. I was of those that believed that it is a legitimate one.

Q. That is you thought it was all right?

A. I thought it was all right; I doubted whether it is effective.

Q. But legally you thought it was perfectly all right?

[fol. 5842] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. Legally I thought it was all right.

Q. For strikers to walk in on a plant and take possession of it and keep it as long as they wanted to; that struck you as perfectly legal? A. It struck me legal.

p. 2311

Q. You know and knew at that time that the charge on which he was convicted was that of having conspired to have a woman worker stripped naked in the public streets of Dallas, Texas, you knew that?

A. Yes. You refer to the charge?

Q. I am referring to the charge and the conviction? A. Yes.

Q. Yet, in your report to the Atlantic City convention of 1937 you said "The Dallas dress strike which lasted from March until November, 1935 will occupy a place of honor in the annals of our union." You said that?

p. 2312

A. If it is in the report we said it.

Q. Well, you signed the report didn't you?

A. Oh, yes.

p. 2314

Q. Mr. Dubinsky it has been shown that Exhibit 36 was distributed by your union. Did you know anything about it,—that is the pamphlet you have heard reference to?

A. I know in a general way that such pamphlets have been distributed.

Q. Did you approve the get-up of it or make it, the contents?

A. Now, it was not submitted to me for approval.

Q. Was the March 9th letter ever submitted to you for approval?

A. No, it was not.

Q. Did you know about that also? A. Yes.

Q. You paid the distributors of this pamphlet who traveled over the country talking to Donnelly customers and civic clubs and labor unions? A. Yes.

Q. You paid all their expenses and for their services?

[fol. 5843] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. Yes.

p. 2334 Q. Now, coming to the contracts, I hand you Exhibit 99 which contains your copies of contracts with Biberman and Ginsburg. I want to ask you some questions about those contracts. A. May I get the original copy?

Q. Certainly. I just want to make two or three comparisons. I give you the provisions for cutters in the Donnelly contract. The Donnelly contract specified a minimum weekly wage of \$42.50 for A-class machine cutters. I want you to look at the Ginsberg contract and the Biberman contract and see if you find a provision there equal to or as good as the Donnelly provision for cutters?

A. This contract is not Biberman's; this is Missouri.

Q. It contains eight contracts, Mr. Dubinsky. Perhaps I should help you, Mr. Dubinsky, by finding that.

A. Please!

Q. Let's get the connection again. I have read the substance of the Donnelly provision for cutters, \$42.50. What does the Ginsberg contract provide for cutters?

A. This agreement was made on the 4th day of May, 1937.

Q. 1937? A. Yes.

p. 2358

## Further Cross-Examination

By Mr. Tyler:

Q. Your organization encourages friendliness and cooperation between the employer and the employee, does it not?

p. 2359 A. Yes.

Q. So that the mere fact, if it was a fact that a group of employees had some feeling of appreciation or friendship to the employer would not, of itself, make it impossible for them at the same time to organize a good faith labor union, would it?

A. Yes, what they term a good faith labor union.

Q. You say a feeling of appreciation by the employee to the employer would make it impossible to organize a good faith union?

A. No, it would not make it impossible.

Q. You knew about the bulletin No. 36 "We do not patronize the Nelly Don dress" which has been shown to you, sent out by the International Ladies' Garment Workers' Union at the time it was sent, did you?

[fol. 5844] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I stated already once before that I did not see the bulletin but I had a general knowledge of it.

Q. Did you have a knowledge of this claim made in it "The firm has not replied to this letter but it is understood it has organized a company union which has been named the Donnelly Garment Workers' Union."

A. I did not have the knowledge that it is exactly as it is in this letter; I had a general knowledge about it.

p. 2360

p. 2361

Q. And don't you know as a matter of fact that this protest against union domination made on March 2nd was against your union and had no reference whatever to a union of their own? Don't you know that?

A. It meant any union.

## GARMENT WORKERS' DRIVE

### Funds Set Aside for Unemployment of Entire Industry.

(By the Associated Press.)

WASHINGTON, Nov. 9.—An immediate nation-wide drive to unionize an estimated 90,000 unorganized clothing workers was ordered today by the executive board of the International Ladies' Garment Workers' Union.

In deciding on a vigorous effort to extend its influence into new fields, the board voted an appropriation of \$4 million dollars and pledged "all its material resources." David Dubinsky, president of the union, was authorized to utilize his entire present staff in the drive and to employ fifty additional organizers.

Deferred until tomorrow was consideration by the board of its future relationship with John L. Lewis's committee for industrial organization.

Dubinsky said the ladies' garment workers now has a membership of 225,000 and about 4 million dollars in its treasury. About \$150,000 was spent in helping finance President Roosevelt's campaign for re-election.

He said the organization drive would open with establishment of offices in St. Louis, Kansas City, Pennsylvania and Upper New York.

Dulinsky asserted the St. Louis office would have sufficed for Missouri except that the union "wants to give Jim Reed a break." He explained that the wife of James A. Reed, former Democratic senator from Missouri who supported Governor Landis in the campaign this year, is the founder and principal stockholder of a factory in Kansas City.

The Kansas City office of the drive will concentrate on unionizing employees in the Donnelly Garment Company, which Dubinsky says is largely owned by Mrs. Reed.

OF COLUMBIA: 88

I John W. Henderson, being duly sworn upon my

**Factor**

That on or about November 9, 1936, in Washington,

W. C., I interviewed David Dubinsky, and the attached Associated Press report is an account of that interview which was published by various Associated Press member newspapers.

The report may have been edited in minor details after I wrote it, but to the best of my recollection the form in which it appears in the attached newspaper clipping is a true report of the substance of Mr. Dubinsky's statements as I understood them.

DATED: this 3<sup>rd</sup> day of September, 1937

John W. Henderson

Subscribed and sworn to before me this 3rd day of  
September, 1937.

*J. E. Brown*  
Notary Public in and for the  
District of Columbia

the Population Council June 15-1940

[fol. 5851]

SYLVIA HULL

Resumed the stand and further testified as follows:

Cross-Examination

p. 1763 Q. Mrs. Hull, you worked for the Donnelly Garment Company about eight years, didn't you?

A. Yes, sir.

Q. Would you please help me remember the date you began. I forget that?

A. As near as I can remember it was in February or March, 1929.

Q. Speaking generally of your employment down there would you say that you got along all right and made pretty good wages?

Objection—immaterial

A. Well part of the time I did and part of the time I didn't.

Q. That would be true of the company's business would it not; part of the time it might be good and part of the time it might not?

Objection—immaterial.

A. Not altogether; sometimes we had better prices than we did other times.

Q. Of course the operations that you were working on would differ from time to time?

Objection—immaterial

A. Yes, sir.

Q. And that would just be a normal thing, wouldn't it, for the prices to range upward or downward according to the character of the operation?

Objection—immaterial

p. 1764 A. Well, at different times the operations were priced higher than they were at other times.

Q. There must have been some reason for that, wasn't there?

Objection—immaterial

A. Well, I think there was.

Q. What was it, if you know?

Objection—immaterial

A. Well, to be exact about it, some time I remember when our prices were raised was during that NRA, and before that and it was at the time when the girls were in court and our prices were raised then.

Q. And were they raised at other times, too, than that?

Objection—immaterial

A. Some other times but usually—

Q. (Interrupting) But you just happen to remember those when the NRA hearings were?

Objection—immaterial

[fol. 5852] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I do remember that time.

Q. But it is a fact that they were raised and lowered and raised and lowered during the eight years that you worked there, isn't that right, depending upon the change in the operations, the change in the styles, the change in the materials, the change in the difficulty of doing the job; now frankly, isn't that true?

A. Sometimes our prices were better than others.

Q. We will pass that. Now, would you say that your wages for the first months or we will say the whole time of 1937 that you were there would be fair cross-section of your wages generally? A. No, sir.

p. 1765 Q. Let me read you your wages for that period of time and ask you if you recall that these were about the wages that you drew from the period January to the time you left. For the week ending January 8th, 1937 \$16.63; January 16th, \$12.43; I will omit the dates here—

after because they run straight along: \$17.22; \$22.73; \$22.38; \$27.34; \$29.05; \$31.29; \$25.90; \$17.34; \$21.71; \$22.39; \$25.85; \$25.61; \$29.92; \$22.62. Does that sound right to you?

A. Well I have a copy of my own wages here, if you don't mind if I look it over.

Q. Look and see. How, by the way did you happen to keep it?

A. The company gave me a little book here in 1937 to keep the record in.

Q. All right, check with what I have which has been handed to me as taken from the payroll. You say the company gave you what?

A. They gave us this little book when the old age assistance—old age benefit came in and this was taken out; they gave us this to keep a record in.

Q. All right, now read what you have. Who wrote it down in the book by the way?

A. I did.

Q. It is not anything the company wrote?

A. No, sir. Do you want me to start the first there in January?

Q. Yes, the week ending January 8th.

[fol. 5853] Objection is made to all questions and answers contained on this page to and including: "Q. \$22.62? A. Yes, sir; \$22.92 is what I have. I had the 22 because that was the last check that I got and it was sent me through the mail for the last four days," for the reason that said questions and answers are immaterial.

p. 1766 A. The first one is \$16.63.

Q. That checks.

A. I did not put the next one down.

Q. That was \$12.45, apparently not a full week or at least that is what the amount is. Does your book show you were there that week?

A. It does not show that I was there that week but I just failed to put it down.

Q. Anyway our figure is \$12.43. Go ahead.

A. The next one that I have is \$12.43.

Q. Go ahead, there is a confusion there.

A. \$22.73.

Q. Now, you skipped one of \$17.22 and then we have \$22.73. Let us look at this together without taking the time to go over it in detail. \$22.73, you find that? A. Yes, sir.

Q. And then \$22.38?

A. I did not put that one down.

Q. Now, the next week we have is \$27.34?

A. That is right, 53 hours.

Q. The next is \$29.05? A. Yes, sir, 53 hours.

Q. And the next is \$31.29? A. Yes, sir, 53 hours.

Q. And the next is \$25.90? A. Yes, sir.

Q. \$17.34? A. Yes, sir, 45 hours.

p. 1767

Q. \$21.71? A. Yes, sir.

Q. \$22.39? A. Yes, sir.

Q. \$25.85? A. Yes, sir.

Q. \$29.92? A. Yes, sir.

Q. \$22.62? A. Yes, sir, \$22.92 is what I have.

I had the 22 because that was the last check that I got and it was sent me through the mail for the last four days.

p. 1770

Q. Please give me again the date when you joined the International?

A. The 23d of March, 1937.

Q. And you joined at the solicitation of Miss Jane Palmer, the lady here? A. Yes, sir.

Q. What inducements, I mean by that what did she say to you that induced you to join? Did she tell you about how badly you were being treated and how the union would raise your wages for you?

A. No, sir. The reason that I joined the union—

[fol. 5854]

Q. (Interrupting) No, if you will just answer the question, what did she say?

A. I don't remember exactly the conversation.

Q. Where was it that she said to you or induced you to join? A. At my home.

Q. And how many times had she been there?

A. I think that was the first time that she had been in my home.

Q. And you signed immediately?

- p. 1771 A. I signed that evening.
- Q. You asked Miss Palmer to have your membership kept secret? A. Yes, sir.
- Q. Was that request made at the time you signed the application? A. Yes, sir.
- p. 1772 Q. Did you later make that same request of Mr. Perlstein? A. No, sir.
- Q. You spoke also, you mentioned one other girl who was a member. Who was that?
- A. The girl that I knew was Fern Sigler.
- Q. And when did she join? A. I can't say.
- Q. When, with relation to your date of joining? Before or after?
- A. All I know is she came to my house the day before I was fired, she came with Miss Palmer to my house and that is the first I knew that she was a union member.
- Q. The first you knew then was on April 22nd?
- [fol. 5855] A. Yes, sir.
- Q. Now, when were you requested to become a delegate at the Atlantic City convention?

Objection—immaterial

A. On April 21st.

Q. And by Mr. Perlstein, as you mentioned?

Objection—immaterial

A. Yes, sir.

Q. And where did you have your talk with him?

Objection—immaterial

A. At the Muehlebach Hotel.

Q. Did he send for you to come down there?

Objection—immaterial

A. Miss Palmer asked me to come.

Q. And did anyone go with you?

Objection—immaterial

A. My husband went.

Q. Was anyone present besides yourself, Mr. Perlstein and your husband?

Objection—immaterial

A. Miss Palmer was there.

Q. And where did you meet, you four?

Objection—immaterial

p. 1773 A. We met in one of the rooms in the hotel, I don't remember that room.

Q. And how long were you there?

Objection—immaterial

A. I was there quite some time because—

Q. (Interrupting) I just asked the time; about how long?

Objection—immaterial

A. Well, I couldn't say exactly.

Q. Several hours?

Objection—immaterial

A. No, about an hour I would say.

Q. Were you to receive pay for attending the convention?

Objection—immaterial

[fol. 5856] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. My expenses were to be paid.

Q. And how much were you given as expense money?

A. I don't remember exactly how much that expense was; the same was given to all the delegates who went from Kansas City.

Q. Roughly, approximate the expense given you?

A. Well, I just don't remember.

Q. Even within \$100.00 could you not recall it? I don't try to pin you to an exact amount, that is not my purpose at all.

p. 1774 Q. Can you give the amount?

A. No, I don't remember the exact amount.

Q. All right; about how much?

A. Well, we were gone almost three weeks and naturally the expenses were rather high and I am sure it was more than \$100.00 that was allowed for the expense but I don't know the exact amount.

Q. I have understood you to say that. About how much? Was it \$300.00, \$500.00?

A. No sir; some over \$100.00 but I don't recall how much.

Q. You did not at once agree to go to this convention, did you?

A. No, sir.

Q. And you wanted to talk it over or think it over?

A. Yes, sir.

Q. And your husband it was who the next day called up Mr. Perlstein and said you would go?

A. Yes, sir.

Q. Did your husband go with you?

[fol. 5857] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. No, sir.

Q. Now, the next evening after that report or the same evening perhaps, this article appeared in the Kansas City Journal-Post, given out by Mr. Perlstein?

A. There was an article in the Post.

Q. Is that it?

A. I have read that but it seemed to me like there was more here than there was in that; I am not sure.

p. 1775 Q. In any case this article reads—I will not read it all. "Sylvia Hull, an employee of the Donnelly Garment Company has been named a delegate from Kansas City to the convention of the International Ladies' Garment Workers' Union at Atlantic City, Meyer Perlstein Regional Director announced Thursday. The Donnelly worker, according to Perlstein, was one of a committee from that garment com-

pany who appeared Wednesday night before a joint group representing various Kansas City locals and requested representation at the national convention". Was the last statement in that article that I have just read true or false?

A. Will you read that again.

Q. I will read the part I have reference to: "The Donnelly worker according to Perlstein was one of a committee from that garment company who appeared Wednesday night before a joint group representing various Kansas City locals and requested representation at the national convention". Was that statement true or false?

A. There was one other girl, Fern was there at the hotel that night; she was not in the room where ~~we~~ were but she was there.

Q. Downstairs?

A. No, sir, she was waiting out in the hall.

Q. She did not appear as a member of any committee?

A. I don't know what took place after I left.

Q. She stayed in the Hall?

p. 1776

A. She was not in there when I was.

Q. I will take it [apart] at a time. Was any committee and if so please name the individuals who composed it.

[fol. 5858] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. There was the four only when I talked to Mr. Perlstein.

Q. Mrs. Hull, you apparently did not understand the question. Was there a committee from the Donnelly Garment Company that appeared before Mr. Perlstein and Miss Palmer?

A. I don't know. There was not when I was there.

Q. Have you ever heard of any such committee?

A. I never discussed that.

Q. Have you ever heard of any such committee?

A. I don't know what they had there.

Q. Wasn't that paragraph that I have just read you twice false in its entirety? Was there a word of truth in it that Mr. Perlstein—

A. (Interrupting) I don't know what took place that evening; I wasn't there all the time.

Q. During the time you were there, I will put it?

A. During the time I was there there was only four of us in the room.

Q. And nobody purporting to be a committee from the Donnelly Workers was there?

p. 1777 Q. Was there anybody purporting to be a committee from the Donnelly Garment Company, please answer that yes or no?

A. Miss Palmer and Mr. Perlstein represented the members there.

Q. Mrs. Hull, was there any other Donnelly employee in that room except you?

A. No, sir.

Q. Now, did even you, if it could be said by any stretch of the imagination that you were a committee, did you request representation at the national convention or did Perlstein ask you to go as a delegate.

[[fol. 5859] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I was asked to represent our members.

Q. All right. Then was there any request by any Donnelly worker for representation at the national convention? A. I don't know.

Q. Was there while you were there?

A. Not while I was there.

Q. All right. Now that is that paragraph. Next is this "Perlstein said that the Donnelly committee desired one of their number to appear at the convention and asked the International body to endorse and support a strike against their employer for failure to negotiate a contract for higher wages, shorter hours and improved conditions". Was there one word of truth in that statement by Mr.

Perlstein, any part of it true? If so, what was? A. Will you repeat that question?

p. 1778 Q. All right: Perlstein said that the Donnelly committee desired one of their number to appear at the convention and asked the International body to endorse and support a strike against their employer for failure to negotiate a contract for higher wages, shorter hours and improved conditions". Now, my question is, was any part of that sentence true?

A. I don't know; these others may have requested that of Mr. Perlstein.

Q. There was nobody else there but you from the Donnelly Company?

A. There was a girl there from the Donnelly Company but she was not in the room when I was there.

Q. All right, you were there for an hour and all the time that was spent was in relation to your appearing as a delegate, is that right?

A. Yes.

Q. Now, during that hour when that subject was being discussed did anything happen such as stated in the sentence last read from this announcement by Mr. Perlstein?

A. I don't know.

Q. You don't know. Could it be that your memory has failed on that subject?

[fol. 5860] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I don't understand exactly what you mean.

Q. I will let you read it with me, Mrs. Hull: "Perlstein said that the Donnelly committee desired one of their number to appear at the convention and asked the International body to endorse and support a strike against their employer for failure to negotiate a contract for higher wages, shorter hours and improved conditions". Now, did anything like that happen? A. Not while I was in there.

Q. That is what I am talking about. Did you ever hear of that happening anywhere, as this delegate now that is going down to this convention to sponsor this strike against this company, did you ever hear that that happened anywhere and if so I will ask you where?

A. I did not.

Q. You never heard of that happening, did you?

A. It could have happened, though.

Q. Pardon me, did you ever hear of it?

A. I did not, no.

Q. You are the delegate?

A. I did not.

Q. You never did. Now, Mrs. Hull, you know this article, when you read it, was false, didn't you? You have demonstrated that here.

A. No sir, I didn't know it was false.

Q. You didn't know it was false?

A. They had other members in the factory besides me.

Q. All right, had you, as a delegate, any interest in knowing whether this so-called uprising of Donnelly employees and a demand for a strike was true?

[fol. 5861] p. 1780 A. I supposed it was.

Objection—immaterial.

Q. You did?

Objection—immaterial.

A. Yes, sir.

Q. Did you ever ask anybody whether it was true.

Objection—immaterial

A. It was only the day before that appeared in the paper.

Q. Now, the next day, this article having appeared the night before, the employees, apparently incensed, had this demonstration

that you have described in your direct testimony, is that right? A. Yes, sir.

Q. They made it very plain to you the reason for that, did they not, was your assumption, according to this article, of authority to represent them when you didn't have that authority; that is what they were incensed about, wasn't it?

A. I don't think so.

Q. Didn't they tell you plainly "where did you get the authority to represent us and have a strike called in this plant"?

A. No, sir; they asked me what that meant in the papers.

Q. And by the way, in direct testimony you said it didn't mean a thing?

A. Yes, sir.

Q. You thought it didn't mean a thing that you were going down there, according to this article, to sponsor a strike in that plant?

A. I merely told the girls that because they were threatening to throw me out the window.

p. 1781 Q. When you went to that convention did you think you represented The Donnelly employees?

Objection—immaterial.

A. Yes, sir.

Q. Who?

Objection—immaterial.

[fol. 5862] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. The girls in the union.

Q. Well you and Fern Sigler you mean?

A. Yes, sir; I was told there were other girls in.

Q. Who were the other girls?

A. I don't know.

p. 1782 Q. Do you understand what I am asking you, whether you understood you represented any Donnelly employees when you went to Atlantic City?

- A. Yes, sir, I thought I did.
- Q. Now, whom did you think you represented?
- A. The members of the ILGWU.
- Q. Can you name any one employee that you thought you represented?
- A. Well I remember Fern Sigler.
- Q. Is she the only Donnelly employee that you thought you represented? A. No, sir.
- Q. Can you name any others?
- A. At that time she was the only member I knew.
- Q. Then you could not name any others that you thought you represented except yourself and Fern Sigler?
- A. I was told we had other members in the factory.
- Q. Mrs. Hull, would you please be so kind, can you name anybody else, or could you when you went to Atlantic City to advocate this strike, could you name a single employee that you thought you represented except Fern Sigler?

[fol. 5863] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

- A. Our names were kept secret because we were afraid we would lose our jobs.
- p. 1783 Q. Anyway, you go down to Atlantic City; you were not here when the Donnelly Garment Workers' Union was organized were you; you were not at the plant?
- A. No, sir.
- Q. When did you leave for Atlantic City?
- A. I don't remember the exact date we left.
- Q. The convention opened May 3rd according to this article?
- p. 1784 A. We left sometimes before that.
- Q. A couple of days before that, and who went with you?
- A. In our delegation we met at St. Louis and I don't remember how many delegates were there.

Q. Or their names?

A. Well, I could remember some, who went from Kansas City.

Q. Any from the Donnelly plant? I judge not but I ask that question?

A. No, sir, I was the only one.

Q. How long were you away from Kansas City in all?

A. I don't remember exactly; I think it was almost three weeks.

Q. How long were you in the convention?

A. Two weeks.

Q. Where were you the rest of the time?

A. On the trip back and forth and then we went to New York for a day.

Q. For pleasure, just a side trip to New York?

A. Yes, sir.

Q. Were your expenses paid to New York by the International?

[fol. 5864] A. I spent part of my own money on the trip.

Objection—immaterial.

Q. When you returned did you ever call the plant or stop in at the plant?

A. No, sir; when they sent me home they told me that they would call me when they wanted me.

p. 1785 Q. The answer is no, you never called the plant for work, is that right?

A. No.

Q. Did you ever call them at all?

A. No, sir.

Q. From the day you left on April 23, 1937, to this time have you ever applied at the Donnelly Company for reemployment? A. No, sir.

Q. And what have you been doing since then?

A. Well, that summer I was at home and then I believe it was in September I started working in the Quality Hill Dress Factory and I am still employed there.

Q. You have been in the one place ever since then? A. Yes, sir.

Q. I think my recollection is you said in the three judge hearing that you got that employment two weeks after you left. Am I wrong about that?

A. You are; it was in September, I think.

Q. Have you done any organization work for the International, calling on girls?

A. I called on some girls after I got back from the convention.

Q. When did you begin your organization work, calling on girls?

A. Shortly after I came from the convention.

Q. About how long, just roughly approximate it?

[fol. 5865] A. Probably four or five days.

Q. And how long did you continue that work?

p. 1786 A. Well, I did not continue that very long because it was along toward the last of May when I got back.

Q. Just without a long statement, how long did you continue the organization work?

A. Well, probably about four weeks.

Q. And were you paid for your services?

A. When I joined I was told that if—

Q. (Interrupting) Mrs. Hull, the question is very simple, when you did this four weeks of organization work were you paid for your services?

A. Well, during that time I had to have money for my expenses and I was paid.

Q. How much were you paid?

A. \$20.00 a week.

Q. And how many weeks did you draw pay from the International as an organizer?

A. I never drew pay as an organizer.

Q. In whatever capacity, whatever term you think should be used or stated as your employment?

A. My pay was from the time I was fired at Donnelly's until I went on the other job.

Q. Oh, then from April 23rd, 1937 you continued to draw \$20.00 a week until September?

A. Yes, sir.

- Q. Were you promised that when you joined the International?
- A. I knew when I joined that I would probably lose my job for it had been told us.
- Q. You apparently did not hear the question I imagine; I may have put it so clumsily that [fol. 5866] p. 1787 you did not understand it but it was, I thought, clear. Would you please read it?

(Last question read by the reporter)

- A. I was promised in case I lost my job that I would be paid the time I lost.
- Q. And the amount was agreed on?
- A. No, sir.
- Q. What was said about the amount, if anything?
- A. There wasn't anything said about the amount.
- Q. Who made the agreement to pay you for any month that you might be out of work? Miss Palmer or Mr. Perlstein?
- A. I think Miss Palmer.
- Q. You think so? A. Yes, sir.
- Q. Are you sure? A. Yes, I think she did.
- Q. Now, it was either Miss Palmer or Mr. Perlstein, you are sure of that? A. Yes, sir.
- Q. Now, during this time you worked as an organizer you called on a great many Donnelly employees trying to get them to join the International?

Objection—immaterial.

- A. I called on some; I don't know how many.
- Q. How many, fifty, one hundred, five hundred, two hundred or what?

Objection—immaterial.

- p. 1788 A. Probably thirty five.

- Q. And you told them how badly they were treated and how the union could do this and that for them, of course?

Objection—immaterial.

[fol. 5867] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I told them that I thought the union would help them.

Q. How many joined in response to your solicitation? A. I don't remember.

Q. You don't remember any, do you?

A. I don't remember.

Q. As a matter of fact none, isn't that true?

A. I wouldn't say that.

Q. Now, as a matter of fact, Mrs. Hull, you know, don't you, that the Donnelly plant in its physical equipment and facilities for the comfort of employees is the best garment plant anywhere that you know anything about; don't you admit that? A. In some ways, yes.

Q. Well, in the ways I have specified is it not? It is a model plant, known as such in the industry; won't you admit that?

A. Well, not in every way, I don't agree with you.

Q. In what way do you not agree with me?

A. Well, one reason I don't agree is because we had such long hours while I was there.

Q. I haven't gotten to the hours, I have asked about the plant, the physical equipment and facilities for the comfort of the employees, just that. I will take it up one at a time. Was it not, in that respect, the best plant that you know anything about?

p. 1789 A. I think so.

Q. Do you know of any other garment plant in Kansas City that was paying wages as high as the Donnelly Company? If so I will get you to name it?

A. I did not know what other factories were paying but I was told they had a higher rate of pay than they did.

Q. You were told that down at Atlantic City, I understand, as will later develop but I am speaking of what you know. Do you know of any other plants in Kansas City that paid wages as high as the Donnelly Garment Company? If so, which plant?

[fol. 5868] A. Well, I only worked in the one factory; I could not say about the others; I don't know.

## Objection—immaterial

Q. But you have been acting in union work and from any source of knowledge you have, can you name another garment plant in Kansas City that pays wages as high as the Donnelly Company?

## Objection—immaterial

A. I understand the coat factories pay higher.

Q. We are talking about ladies' garment factories. Can you name a single plant in that industry that pays wages as high as the Donnelly Company? If so let us hear it and pass on?

## Objection—immaterial

A. I don't know what the others make.

p. 1790 Q. You get good wages at Quality Hill, don't you? A. We have fair wages there.

p. 1791 Q. But not as good as Donnelly's?

A. Yes, sir, I think they do, for the hours.

Q. Are you satisfied there?

A. Well, I don't know.

Q. You don't know. All right. Now, at convention—Senator Reed reminds me of one point. You have mentioned the spy system. Do you know of any spy system?

A. We had clubs when we were —

Q. (Interrupting) The answer is first yes or no?

A. Yes, sir.

Q. Do you know of a spy system? A. Yes, sir.

Q. Now, tell us all about it?

A. We had clubs in the Donnelly factory and when we would go out on our parties they always sent some of the supervision along with us, so if anything was said about the union that it could be reported.

Q. Can you name any spies?

[fol. 5869] A. Well, I considered that the instructors were sent for that purpose.

Q. That was your judgment about it?

A. That's what I thought.

p. 1792 Q. You introduced a resolution, didn't you, at the convention?

Objection—immaterial

A. Yes, sir.

Q. Do you remember that? Who prepared it?

Objection—immaterial

A. I don't know.

Q. Well, who handed it to you?

Objection—immaterial

A. Mr. Perlstein.

Q. You did not have anything to do with writing it, did you; it was handed to you tailor made or prepared, is that right?

Objection—immaterial

A. Yes, sir.

Q. And at the same time he handed you a speech to deliver, didn't he?

Objection—immaterial

A. No, sir.

Q. You did read a speech there?

Objection—immaterial

A. I did.

Who wrote that?

Objection—immaterial

A. I don't know.

Q. Well, that, too, was handed to you?

Objection—immaterial

A. I was not used to speaking before so many people so I asked Mr. Perlstein if he would help me to write a speech.

Q. Well, he wrote both the resolution and the speech?

Objection—immaterial

p. 1793 A. I don't know.

Q. Didn't you just say so?

Objection—immaterial

[fol. 5870] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I did not; I said I didn't know.

Q. I am sorry; I don't want to be unfair but I thought you said that he handed you the resolution?

A. He handed me the resolution but I don't know who wrote it.

Q. But he did write the speech?

A. I don't know.

Q. You surely said that a second ago.

A. I said that I asked [me] to assist me in writing this speech and I was not in the hotel at the time so someone, from the facts I had given them, wrote the speech and then later I read it.

Q. So you were handed a resolution by Perlstein and a speech by Perlstein?

A. No, sir, not by Perlstein.

Q. Who handed it to you?

A. Someone sent it to my room.

Q. Among other things in the resolution did you resolve as follows—propose this resolution: "Resolved that this convention instruct the incoming GEB"—I suppose that is the general executive board—"to give the joint board of Kansas City the necessary financial support which it may require in the further conduct of this organization campaign, and be it further resolved that the incoming GEB lend its moral assistance to the publicity campaign which the Kansas City Joint Board is about to undertake in order to advise the buying public of America of the conditions that exist in the Donnelly Garment Company, and be it still further resolved that the incoming GEB be instructed to give all financial assistance to the joint board of Kansas City in the event that it will be compelled to order a strike against the Donnelly Garment

Company for the enforcement of the 35 hour week, for the minimum wage scales that prevail in the silk and wool dress industries, for the establishment of genuine collective bargaining and for the abolition of the company union, spy and caste system which prevails in the Donnelly Garment Company". That was your resolution, wasn't it? A. I think so.

Q. Have you any doubt about it? Isn't it familiar to you?

[fol. 5871] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. It has been two years ago.

Q. I am reading from page 234 of the report of that convention? A. I think that's it.

Q. Now, in your speech or in the speech—I won't say your speech—in the speech that you read among other things you said this, did you not, "I find that the wages paid by the Donnelly Garment Company are at least forty per cent lower than the workers in the other shops are earning". That was part of your speech, wasn't it?

A. Yes, sir, and I talked to a girl from New York who told me that she made \$60.00 a week.

p. 1795 Q. You also said this "And what is worse than anything else is the inhuman speed up which the company has developed in its factory. As a result of this speed up system the majority of the girls in the factory must quit working after a few years because their nerves become overstrained and they break down. In many instances these workers are not able to return to work". You said that, too, didn't you, in the speech that was written for you? A. Well—

Q. (Interrupting) First, did you say that?

A. I don't know. When—

Q. (Interrupting) Just a minute, I want to get an answer to that question if I may. Read right there, please. A. I see what is there.

Q. Pardon me, let us have an answer.

A. Oh, I don't know whether I read that or not.

Q. Did you read this speech, as reported in this official report?

A. If you will permit me to explain to you, when I read this over I crossed out some of the things there and then when I gave it to the girl she may have put all of those things in.

p. 1796 Q. That is pure speculation, isn't it? As a matter of fact, this meeting was stenographically reported just like this trial is and what you said there is what appears here, isn't that right?

A. No, sir.

Q. Why, they have got "applause" in here. You did not have "Applause" in your written speech, did you?

[fol. 5872] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I don't know.

Q. Do you seriously mean to say that somebody who writes this speech for you, had a parenthesis at the end and "applause"? You don't mean that surely, do you?

A. I don't know.

Q. Well, is it your best recollection that in that speech, handed to you, you said what is written in that bracketed portion that I just last read?

A. I know the girls are nervous in that factory.

Q. I wonder why it is I cannot—I think it may be my fault but did you make part of that speech, did you include that in that speech? Did you say that?

A. I don't remember; I suppose I did.

Q. All right, you suppose you did. Now, I want to ask you, you say here that a majority of the girls broke down, they had to quit working for a few years because their nerves were over-strained. That would mean at least 650 girls, wouldn't it? That would

have to fall by the wayside like wheat before the reaper?

p. 1797 A. They have new faces in there all the time.

p. 1798 Q. Now, we will pass to something else. The next thing you say, not the next thing but skipping along you say that Senator Reed owns this factory?

A. I thought Mr. Reed did own the factory.

Q. Who, do you really mean that?

A. Well, he was—

Q. (Interrupting) You knew Mrs. Reed founded this business in her own home?

A. He is the husband of—

Q. (Interrupting) Mrs. Donnelly founded this business back in 1919; didn't you know that?

A. I didn't know when she started the business.

[fol. 5873] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

p. 1799 Q. Now, you say here also "I joined the union several months ago." The writer of this speech didn't know that you had just joined it six weeks ago?

A. That was just merely said "several months ago".

Q. But the fact is that the writer assumed you had joined several months ago, and didn't know that you had just joined about six weeks before?

A. I don't know what he knew.

Q. Now, you say further in the speech "I kept my membership in the union secret because I knew that I was being watched and spied on, by the detectives employed by the firm. Every worker in the shop is spied on and followed inside and outside the factory". Now, that is the first time in your testimony that the word detective has been mentioned at all, isn't it; you have spoken of detectives before? A. They had detectives there.

Q. Pardon me, you have not spoken of detectives? A. I don't know.

Q. Well, have you?

- A. I don't know whether I have or not.  
 Q. You have no way of jogging your memory?  
 A. I don't know.  
 Q. In the statement which you gave Mr. Walsh from which he was obviously reading as he was examining you, did you ever mention detectives? A. I don't think so.  
 Q. No, and you didn't in your testimony, did you, Mrs. Hull? A. I don't think so.  
 Q. But you told this convention or purported to tell them that the company had a detective agency following the employees both inside and outside the factory. Why, you knew that was one hundred per cent false, didn't you.

[fol. 5874] - Objection is made to all questions and answers on this page because the questions and answers are immaterial.

- A. No, sir. There has been someone at my own home and I know that they have been there at least six different times.  
 Q. Well, what of it? What does that prove?  
 A. It proves they were following me.  
 Q. Who? How do you know it proves that? If someone knocks at your door and you are not there what does that prove as to where they came from?  
 A. It was not knocking at my door.  
 Q. What do you mean then?  
 A. I mean after I joined the union and went to the convention at least six different times I know someone was there and they brought old soiled underwear, someone's underwear and left it on my porch and on my front steps, on the garage door and they also left a note there one time.  
 Q. What fantastic—what does that prove as to who they were?  
 A. They were the only enemies I have.  
 Q. That is after you left this company's service?  
 A. Yes, sir.  
 Q. And after you had gone to the convention?

A. Yes, sir, after I joined the union.

Q. But at the convention how could you foresee when you were talking about detectives, how could you foresee that people were going to come to your house and leave some dirty underwear on the front porch? Can you think of any answer to that?

A. (No answer)

Q. Well, we have been waiting a few minutes. Have you any answer to that?

A. No, sir.

Q. If you think of any later I would be glad to hear it. Now, you say in the resolution which was handed to you for introduction, you speak of caste system and up to now in your evidence that is the first time that that has been mentioned, has it not?

[fol. 5875] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I didn't mention everything—

Q. What did you mean by caste system?

A. Some were considered better than the operator.

Q. By who?

A. I suppose by the higher ups in the factory.

Q. Go ahead, describe the so called caste system in its minute details?

A. The instructors, when I left there, they had a special place that they had their lunch, they didn't eat their lunch with us; also the office workers, they had their own special tables where they ate.

Q. All in the same cafeteria?

A. Yes, sir.

Q. How big is the cafeteria?

A. Well, it is quite large; I don't know.

Q. I don't know myself; you tell us. As big as this court room?

A. Well, I think it is as large as this.

Q. And what you mean now by the caste system is that the office people who worked together

and of course were acquainted would sit down when they would get their tray—they would go around the ring and get their food and just go to the same table?

A. Yes, sir.

Q. And then the instructors would sit at the same table—I don't suppose they could sit at the same table, one table, you don't mean that, do you?

A. No, sir; I mean the instructors had a little room to themselves where they had their lunches.

Q. Now, is that all? Is that the caste system in full detail?

[fol. 5876] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

p. 1803 A. Yes, sir.

Q. That these people ate at different tables in the cafeteria, is that right?

A. Yes, sir.

Q. Now, as a [mater] of fact, didn't they have parties and dances among the Donnelly employees and haven't they had for several years, attended by everybody from Mrs. Reed to the bundle boys?

A. I don't know; I never attended these.

Q. You know they had them, though and you were invited; you were perfectly welcome to attend them; you knew that?

A. Well, I never attended those dances.

Q. Would you go that far, did they have them?

A. They did have them.

Q. Did they have Christmas parties—Mrs. Reed?

A. Yes.

Q. Every year for how many years has she given Christmas parties for all the employees?

A. I don't know.

Q. Well, about how many?

A. I couldn't say how many.

Q. Ever since you have been there?

A. Well, I remember I think two.

Q. As a matter of fact you know they were annual events and have been for years, don't you? Please let us have an answer.

A. I don't know that they have had them every year.

p. 1804 Q. Were you at any of those?

A. I have been.

Q. How many have you attended?

[fo] 5877] Objection is made to all questions and answers on this page because the questions and answers are immaterial.

A. I have attended two.

Q. And you knew that Mrs. Reed would give presents to the children of the employees, and would, from her ranch, bring turkeys down and give them, you knew that?

A. Yes, sir.

Q. And did that to everybody indiscriminately, high and low in the scale of service, you knew that?

A. Yes, sir.

Q. And that is the plant you say had a caste system that you said at Atlantic City had this caste system, is that right?

A. Yes, sir.

Mr. Hogsett: That is all

#### Further Cross Examination

By Mr. Tyler:

Q. I don't want to go over anything that they have gone over with you but I do not believe this question has specifically been answered. Did anyone else at all, anyone except Mr. Perlstein and Miss Palmer ask you to go to Atlantic City representing the Donnelly employees?

A. Not that I recall

Q. The Quality Hill Shop is a union shop, isn't it?

A. Yes, sir.

Q. And that was your next employment after leaving the Donnelly shop?

A. Yes, sir.

Q. It has been suggested here that it is difficult for girls who leave the Donnelly shop because they sympathize with the International to get jobs in the other shops where the International has contracts. Did you find that other shops in town where the International had closed shop contracts would not let Donnelly girls who left the Donnelly plant on account of sympathy with the International, get a job there?

A. I don't know. I never applied for work any place only Quality Hill.

Q. You never found it to be true that other shops would not allow Donnelly girls to get a job did you?

[fol. 5878] p. 1805 A. This was a union shop and I did not know about the others.

Q. So far as you know there was no prejudice against you because you had been in the Donnelly plant?

Objection—immaterial

A. No, sir, this is a union shop, Quality Hill is.

Q. And naturally they would favor girls who had been let out of the Donnelly shop on account of sympathizing with the International, wouldn't they?

Objection—immaterial

A. No, I don't think so.

Q. Well, at least they would not be prejudiced against girls who belonged to the same union that their own closed shop was with, would they?

Objection—immaterial

A. They had no prejudice, no.

p. 1806 Q. You said in your direct testimony that the girls said in this disturbance that arose the

day you came to work after the newspaper article about your going to Atlantic City, the girls said that if they caught you with the Loyalty League pin they would tear your clothes off?

A. Yes, sir.

Q. What girls said that?

A. I don't know who said that; there was a group of girls there and they were threatening me and someone said that.

Q. Just someone or many of them?

A. Well, I don't know whether more than one said it or not.

Q. You testified originally that they said that, didn't you?

A. Someone said that; I don't know whether more than one.

Q. I asked you if you said in your direct examination that they said they would tear your clothes off?

A. I may have said that.

Q. What?

[fol. 5879] A. I think so.

Q. Do you know Marie Jamison?

A. Yes, sir.

Q. One of your best friends, isn't she?

A. No, sir.

Q. Is she the one that said she would tear your clothes off?

A. I don't remember who said they would tear my clothes off.

Q. I will ask you if you did not, in your affidavit filed in the trial of this cause before the three judge court say "Mamie Jamison, a worker in the special section left and came back with thirty five cents and demanded my pin. I told her I had changed my mind and intended to keep it. She said 'you had better not let us catch you with it on or we will tear your clothes off' ". Did you so testify or did your affidavit include that sentence?

A. She may have been the one; I don't know.

- Q. Did your affidavit include that statement?  
A. I think so.  
Q. Do you remember now whether she said that or not?  
A. At that time my memory was fresh and if that is what I said then, then it is true now.  
Q. And you did not say that anyone else said it at that time, did you?  
A. I don't think so.  
Q. And you don't now claim that anyone else said it do you?  
A. If I said Marie Jamison was the one that said it then she is the one; I have forgotten; it has been some time ago.

[fol. 5880] p. 1810 Recross-Examination

By Mr. Hogsett: .

Q. Mr. Tyler asked you if you wanted to go back to the Donnelly plant and you said you would under union conditions?

A. Yes, sir.

Q. I suppose you mean the International Union conditions?

A. Yes, sir.

Q. And unless the International Union had the closed shop contract you don't want to go back?

A. I want to go back if they have shorter hours and better wages.

Q. The question is unless the International has a closed shop contract with the Donnelly Garment Company you don't want to go back, do you? Can you answer that?

A. Well, I don't know.

Q. You don't know?

A. No sir.

Mr. Hogsett: That is all.

Mr. Walsh: That is all.

## Garment Organization Seeking Support for Strike at Plant.

The Donnelly worker, according to Perlestein, was one of a committee from that garment company who appeared Wednesday night before a joint group representing various Kansas City locals and requested representation at the national convention.

Perlstein said the Donnelly committee desired one of their number to appear at the convention and ask the international body to endorse and support a strike against their employer for failure to negotiate a contract for higher wages, shorter hours and improved conditions. The Kansas City joint committee, Perlstein asserted, agreed to pay all expenses of the Donnelly delegate.

Other delegates from Kansas City are:

Chadwell Robinson and Oscar Bullard, members of local No. 114, and John Smith, local No. 115, of the International Brotherhood of Teamsters, local No. 114, all of the Petroleum Development Co., are employed by the company. Others employed by the company are: George and Anna Vaughan, local No. 300, employees of the Stern-Sigman-Prins company, and Miss Wava Yulin, business representative of the Kansas City locals.

Peristein said the executive committee of the various local unions in Kansas City would meet Thursday afternoon to consider a resolution calling on the national organization to appropriate funds to carry on a strike at the Donnelly plant.

The delegates from this section will meet April 30 in St. Louis to go to Atlantic City by special train. Perlstien will be a delegate from St. Louis. The convention will last two

[fol. 5881-a] Objection is made to all questions and answers of W. B. Rosenfield for the reason that said questions and answers are immaterial.

W. B. ROSENFELD called as a witness on behalf of the plaintiffs, having been first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Depping:

p. 506

Q. State your name please?

A. W. B. Rosenfield.

Q. Where do you live?

A. Memphis, Tennessee.

Q. What is your profession. A. Attorney.

Q. How long have you been practicing your profession? A. Since July 15, 1915.

Q. Where? A. In Memphis.

Q. Are you a member of the various Bar associations, from the American Bar Association on down? A. Yes.

Q. Did you represent the Kuhn Manufacturing Company of Memphis in a controversy with the union? A. Yes.

Q. What does the Kuhn Manufacturing Company make?

A. It is not in business at the present time. At the time that I represented them, they were manufacturers of ladies' dresses, cotton dresses principally.

p. 507

Q. Did the International Ladies Garment Workers' Union conduct the campaign to organize the Kuhn Manufacturing Company for that union? A. Yes.

Q. You knew, of your own knowledge, who was in charge of that campaign?

A. Yes, I did.

Q. Who was it?

A. Meyer Perlstein, who at the time I think, was regional director of the union, with headquarters in St. Louis. Mrs. Zappone, who was an organizer of the union, and Miss Ida Sledge, who became associated with the union as an

organizer, when it sought to enter Memphis and unionize the trade in Memphis.

Q. What did the representatives of your union, do in their attempt to unionize into their union the Kuhn Manufacturing Company?

[fol. 5882]

A. Well, I had numerous conferences with Mr. Perlstein, at which other persons were present, and following those conferences and our inability to agree upon any satisfactory terms, the strike resulted.

Q. Just state what it was Mr. Perlstein said he wanted?

A. Mr. Perlstein told me, at the initial conference that it was the desire of his union to unionize those girls who were working in the trade in Memphis, that the wages that were paid at one of the plants in Memphis, were inadequate, and that working conditions were not satisfactory. However, he did not make that complaint with respect to the client whom I represented.

Q. State what complaint, if any, Mr. Perlstein made to you about your client, the Kuhn Manufacturing Company? A. Only one.

Q. What was that?

A. My recollection is that we were working, or rather the plant was [working fourty] four hours a week, and he insisted that girls in the industry should not work more than forty hours a week, and eight hours a day.

Q. Was there anything else?

A. Nothing else at all.

Q. What if anything was said about Mr. Perlstein with reference to a closed shop?

A. It was discussed, Mr. Perlstein always started and ended with the demand that there be a closed shop agreement, and that if we would agree to enter into a closed shop agreement, that we could write our own terms, with respect to the other clauses to be incorporated in the agreement. He did insist that one class of employees should get a wage increase of

ten per cent, but he would never discuss a contract except upon the theory that it be a closed shop contract.

- Q. For his union? A. For his union.  
 Q. Will you fix a date about when these conversations with Mr. Perlstein started?  
 A. March 10, 1937 was the date upon which I first conferred with him at the request of my client.

[fol. 5883] Q. Were there any indications by Mr. Perlstein as to what would ensue if the closed shop contract with the International was not signed by your client?

A. He stated definitely we would meet with trouble in the form of a strike if we did not sign a closed shop agreement.

Q. Did he make any reference in that conversation to what occurred in other strikes in Memphis by the International?

A. Yes. We knew what had happened. He stated the same things were bound to happen if he called a strike at the plant of the Kuhn Manufacturing Company.

Q. Briefly, what thing had happened at those other places, that he referred to?

p. 510 Q. Will you tell what you know of your own knowledge that happened at these other places that Mr. Perlstein referred to?

A. There were numerous fights, acts of violence.

Mr. Walsh: Q. Were you present at these Mr. Rosenfield?

A. I saw them, yes, some of them.

Mr. Depping: (Resumed questioning)

A. Assemblage of large crowds of union sympathizers, and fights in the several places of business of the firms engaged in that line of business and elsewhere in the city.

Q. Do you know of your own knowledge if any clothing had been stripped from women at those places? A. Yes.

Q. Had that happened? A. Yes.  
 Q. Just to go back for a minute—you mentioned he wanted a closed shop contract. What do you mean by that?

A. That the firm might not employ as workers—and excepted from workers were the officers of the firm of course, the designer, and one or two other employees—but outside of those, that all workers in the shop must be union employees and members of the International Ladies Garment Workers Union Association, and that none other but members of the union could be employed at the place of business.

[fol. 5884] p. 511 Q. State whether or not during these conversations with Mr. Perlstein if he ever told you [now] many employees of the Kuhn Manufacturing Company, if any, belonged to his union? A. No.

Q. Did he ever tell you who the employees of the Kuhn Manufacturing Company were that he was representing?

A. He stated, he represented a majority of the employees, but he never established the fact to me.

Q. During these preliminary negotiations with Mr. Perlstein, do you, of your own knowledge, know whether a majority of the employees of the Kuhn Manufacturing Company belonged to his union? A. They did not.

Q. Did he later ever make a statement to you regarding a membership in his union of the employees of the Kuhn Manufacturing Company during these negotiations?

A. I don't know that I understand your question exactly.

Q. Well, I will re-state it. Did he at any time ever state to you whether or not he had a majority of the employees of the Kuhn Manufacturing Company in his union?

p. 512 A. He stated that he did; and we were perfectly willing to bargain with him, whether he represented a majority or not, because we had

nothing that we were unwilling to negotiate about.

Q. State what the real point of difference was?

A. The closed shop demand.

Q. Was a so called strike called by the International Union?

A. Yes. It was more than a strike.

Q. Did acts of violence on the part of the International Union occur? A. Yes.

Q. Just describe to the Court what you know occurred of your own knowledge of acts of violence during that so-called strike by the International. Just tell what happened.

[fol. 5885] A. I think it was on March 22nd, 1937, that the strike was called. On that morning, we anticipated the strike, and at the request of the officers of my client, I accompanied them to their place of business. Upon arrival, we saw large numbers of people surrounding the building in which their plant was located, some of whom I recognized, and some of whom I did not. Among those who were present were Mrs. Zappone and Ida Sledge, whom I have mentioned previously in my testimony as being members and the organizers of the union. And when the employees who wanted to come to work started toward the building, they were prevented from doing so by the large number of so called union members and sympathizers and the picket line which was in control of the union and its representatives, and naturally the women who were accosted, resisted, and they were slapped and their hair pulled, and clothing torn from them to some extent, hats pulled off, or things of that nature, and in order to prevent greater violence, we closed the plant.

p. 513

Q. All right. Now, in this, whatever violence that occurred there, that you saw, state whether or not the employees who were trying to go to work were the aggressors?

A. No.

Q. You closed the plant? A. Yes.

Q. Did you obtain an injunction against violence on the part of the International Union?

A. No. We applied for and obtained an injunction before we opened the plant to resume operations, and the morning we attempted to resume operations was that upon which the strike occurred, that is violence occurred.

Q. Prior to that time, had you been threatened with a strike and violence?

A. Yes, and for that reason, I was unwilling to advise my clients to resume operations unless they obtained an injunction to prevent violence.

Q. Did you obtain the injunction?

p. 514 A. Yes.

Q. Did you open up the plant? A. Yes.

[fol. 5886]

Q. And after you had obtained an injunction against violence by the International Union, and had opened up the plant, what happened of your own knowledge?

A. The things I have detailed as having occurred I think on the morning of March 22, 1937—the assemblage of the crowd, the acts of violence, the demand of those who were members of the union and the organizers, those loyal employees who didn't want to become members of the union not going to work—fights, general confusion, and virtual riot, that led me to advise my client to discontinue operations. We had quite a number of employees who wanted to work, and who didn't want to be members of the union. To protect them, and rather than commit themselves to [humiliation] and mistreatment, we closed down.

Q. After you obtained the injunction?

A. Correct.

Q. What court?

A. Chancery Court of Shelby County, Tennessee, the Court of Equity Jurisdiction.

Q. Service was had on union officials, members of the union, and their representatives?

A. Service was had upon the union, Perlstein, Mrs. Zappone, and as is customary in equity proceedings of that sort, all members of the union through their hands and all other persons.

Q. All right. Do you of your own knowledge know if the International Ladies Garment Workers Union at about the same time you had referred to, conducted campaigns against other garment companies in Memphis in an attempt to unionize the employees of the plants into the International Union?

A. Prior to that time I have referred to and about the same time, they attempted to unionize two other plants.

Q. What two plants?

A. Tri-State Manufacturing Company and Nona Lee—I think it is—dress company.

Q. State briefly to the Court what that violence consisted of that you have observed?

[fol. 5887] A. I think it was about the 23d or 24th of March that a strike was called by the union at the Nona-Lee Dress Company. I happened to have passed their place of business on my way to work that morning, and when I passed, I noticed virtually a mob assembled about and surrounding their place of business on Court street in Memphis. The employees sought to enter the building, and the union organizers, members, and sympathizers attempting to prevent them from doing so. I happened to see all of that on my way to work.

Q. What happened when they attempted to do so?

A. Well—it was almost like two armies meeting in a tug of war. Those who wanted to get in and go to work were prevented from doing so by being pulled and assaulted, accosted and some of them got in and some of them couldn't get in.

Q. Were any of them injured? A. Yes.

Q. Were those that wanted to get in to work, the aggressors? A. No.

Q. Did anything unusual in the way of violence occur on March 25th that you recall?

A. If that is the date, the strike at the Nona-Lee was called, what I have just stated, was on that date. I don't remember whether it was the 23d, 24th or 25th, but about that time, the date the strike occurred; and for thirty-six or forty eight hours—I don't know what happened continuously when I wasn't there, but every time I did pass by or look at the place, there would be quite a number of people there. Those employees who got into the building stayed in, and had their food sent in, or someone provided food for them over night. They slept in the building, and stayed in there, I know the following day, and possibly the day after that, to keep from coming out and getting in a fight.

p. 517 Q. The employees stayed at the building over night? A. Yes.

Q. State whether or not you saw employees of the Nona-Lee Dress Company forced into union headquarters? A. Yes.

Q. Describe that to the Court?

[fol. 5888] A. My office is on the corner of 3rd and Court in Memphis, and the union headquarters at that time was right across the street from my office. The Nona-Lee girls, leaving work, some of them would come up to the corner of 3rd and Court to catch the street car. As they did, they would be accosted by other girls and ushered up the stairs to the union headquarters. Some of them didn't want to go, but sufficient force was exercised to force them up. I watched it with some little amusement, because I was interested in the two manufacturing companies and our negotiations were going on at that time. All I had to do was to go to the window, look down in the street, and see what was going

on, and knowing the time the girls would get off from work, I could see those acts.

Q. Did you and your clients finally give up and sign with the International? A. Yes.

Q. Then what happened?

A. We liquidated.

Q. You liquidated the business? A. Yes.

Q. Why?

p. 518

A. It was impossible to continue operations profitably as my clients concluded. They had lost a great deal of money during the strike. During the time we were operating under the union contract, there were quite a number of companies registered. My clients though, were not justified, and rather than to be burdened with that sort of trouble, they decided to liquidate and go out of business, which they did.

Q. How did the contracts you negotiated with the International Union compare with what was being paid to the employees before you made the contract?

A. No raise whatsoever. The work was on a piece rate basis, and the same wages prevailed during the time we operated under the union contract. When I say "we" I mean my client. I use that form of expression. I had no financial interest in my client's business.

Q. How long did you operate under the contract with the International before business was liquidated?

A. I think about three months, two and a half months. As a matter of fact, when the contract was signed we signed it in order to cover the merchandise on hand, and I had in mind at that time that the firm was going to liquidate and I incorporated in the contract a clause that, despite the obligation to employ union members, that the firm might nevertheless liquidate at any time it chose so to do; and that clause was incorporated in the contract at the time, because we did not

[fol. 5889]

p. 519

want to be in a position where the union would go into a court of equity and insist we stay in business for a year to conform and comply with the contract.

Q. Now, Mr. Rosenfield, will you state whether or not at any time after this contract was signed with the International, you had a conversation with Mr. Perlstein, the southwest regional director of the International Union, with respect to violence and strikes?

A. Yes.

Q. Give details of that conversation and the circumstances?

A. After the three contracts had been signed by the three firms in Memphis, the union wanted to have a "good-will" dinner to which all members of the union and the employers were invited. The lawyers who had represented the three firms were likewise invited to that dinner. - I went with Mr. Kuhn, at his request. The firm had signed the contract and we wanted to comply with it in good faith, and to do everything possible to instill a good spirit, and I accompanied him and advised him to go. Mr. Perlstein at that time told me that he wanted to organize a plant at Forest City, Arkansas. The proprietor of which, or the manager was named Ed Ash. My relations with Mr. Perlstein had not been particularly unpleasant. We simply didn't agree. At his request, I telephoned Mr. Ash on long distance to make an engagement for Mr. Perlstein to see Mr. Ash. Purely as an act of courtesy, and while I was waiting - I believe it was while I was waiting to [complet] that telephone call, - I discussed with Mr. Perlstein the various acts of violence that had occurred in Memphis. I took the position that if the union wanted to unionize certain employees in the industry that it could be done by education and persuasion rather than by acts of violence and force, and threats, and coercion. I took particular

offense at the union's activity at times that the employer could not protect himself or itself. The union always strikes during the busiest season and likewise, I took offense in the discussion, or rather argued that violence was not necessary, and I told him I didn't see how the union expected to get along with employers after the various acts of violence to force them to sign a closed shop agreement. Mr. Perlstein said those things were just necessary incidents to a strike, and resulting, they had to occur; otherwise, they couldn't whip the employer into line and force him to sign a closed shop agreement.

Q. In that conversation state whether or not Mr. Perlstein at any time denied the acts of violence you attributed to the International Union?

[fol. 5890] p. 521 A. No. He never denied it, rather laughed about it. He didn't attempt to conceal that the union supported those things.

[fol. 5891] Objection is made to all questions and answers and offers of exhibits of the testimony of Robert J. Ingraham contained in pages 1 to 5 herein and attached exhibits for the reason that said testimony and said exhibits are immaterial.

#### ROBERT J. INGRAHAM

p. 965

called as a witness on behalf of the plaintiffs, having been duly sworn, was examined and testified as follows:

#### Direct Examination

By Mr. Hogsett:

Q. Will you state your name to the Court?

A. Robert J. Ingraham

Q. You are a member of this Bar?

A. I am

Q. Affid counsel for the plaintiffs?

A. I am.

Q. And a partner of Senator Reed?

A. I am.

Q. You have been counsel for plaintiffs throughout this litigation and for many years prior thereto, have you not?

A. That is true.

Q. Mr. Ingraham, I will ask you whether during the months of January and February, 1939, any conferences were held between counsel for plaintiffs and counsel for defendants and counsel for intervener in the effort to settle this controversy? Yes or no.

A. Yes.

Q. You may state the dates of those conferences.

A. The first date was January 20, 1939; the next date was February 4th.

Q. State the time and place of each conference.

A. There was a conference on January 20, 1939 at Senator Reed's home; there was a conference February 4, 1939 at the offices of the National Labor Relations Board; there was a conference last Saturday, April 1, 1939, at the office of Senator Reed.

p. 966

Q. Now, at these conferences were negotiations had between the parties in the effort to settle the controversy?

A. There were.

Q. You may state in what manner the conference of January 20, 1939 at Senator Reed's home originated; how it came about.

[fol. 5892]

A. There had been several conferences with the Regional Director of the National Labor Relations Board with the representatives of the Donnelly Company and the attorney for the Donnelly Garment Workers' Union. At the last of those conferences Mr. Paul Broderrick, the Regional Director of the National Labor Relations Board suggested or made a proposal of settlement which he assured us would be satisfactory with the union.

p. 967

Mr. Broderick proposed a settlement which he assured us was satisfactory with the International Union. We did not know whether or not that was the case, and in the second place we felt that the proposal was very unfair. A short time after that conference, which I think was in the early part of January, Mr. Broderick asked a conference with Senator Reed, and that was arranged for January 20th. A day or two before that date Mr. Broderick called me and asked if it would be agreeable to bring Mr. Cliff Langsdale, who was the attorney for the union, and I stated it would be agreeable. I might say that Mr. Langsdale has been the attorney for the International Union for a number of years and he appeared in this case up until the hearing before Your Honor.

Q. He was one of counsel for the International?

A. For the defendants.

Q. In other words, for the defendants, plural, all of them?

A. That is right. Then we held this conference at Senator Reed's house on January 20th, as I say, at the request of Mr. Broderick.

Q. And what was his position, precisely?

A. Mr. Broderick, as I understand, is acting Regional Director for the National Labor Relations Board. Mr. Broderick's position has been all along that it is part of his duties to bring about industrial peace and that he wanted to see if it could be accomplished in this case.

Q. Now, at the conference at Senator Reed's home, you say that negotiations were had between the parties in the effort to settle the controversy?

A. Yes; practically every alleged controversy in dispute was discussed pro and con.

Q. Was a stenographic report made of those negotiations?

A. There was.

p. 968

p. 992 Q. Mr. Ingraham, following the conference of January 20th, and pursuant to the suggestion made that the plaintiffs put their position in writing in the form of a letter, was that done?

A. That was done.

Q. On what date was the letter written, and delivered?

A. February 4, 1939. Can I explain what occurred prior to that?

Q. Yes.

[fol. 5893] A. Mr. Broderick called me a few days prior to February 4th and asked if that date would be satisfactory, and he said that we would meet at the National Labor Relations Board Offices at 2:00 p. m. on Saturday, and I told him that that would be satisfactory and that we would have our letter in the form that he would understand it and he said at that time why he wanted the date fixed was because the International wanted to have Mr. Perlstein present, so we then met at that time.

p. 993

Q. And was that letter delivered to Mr. Langsdale and Mr. Jerome Walsh on that date?

A. It was.

Q. Is Plaintiffs' Exhibit 113, the letter of February 4th delivered to Mr. Langsdale and Mr. Jerome Walsh on February 4th?

A. It is. I would like to make another explanation of what happened before this letter, in addition to what I have said.

Q. Very good.

A. After the meeting of January 20th I met Jerome Walsh and we discussed the possibility of a settlement. Mr. Walsh said that he felt there might be a possibility of arriving at some settlement and suggested that we get together. We got together at lunch; Mr. Walsh called me and invited me to lunch. At that time he stated that he felt if we would put in writing a form of decree that would be satisfactory to us that it would expedite any settlement, so I told him that we would try to do that and he said he was leaving town

p. 994

to be gone for several days and on his return he would get in touch with me. Well, when he returned, which as I remember, and I am sure about it, it was February 3rd, he called me and asked me if he could have the form of decree. I explained to him that Mr. Broderick had already arranged for a meeting on February 4th, the next afternoon, and that we had not completed the form of the decree and I suggested that we all meet according to our understanding with Mr. Broderick. So he said that was satisfactory and I understood him to say when he called me that he wanted the decree because of Mr. Umhey—

p. 995

But in any event Mr. Walsh said that the next afternoon was satisfactory. The morning of February 4th Mr. Langsdale called Mr. Hogsett and I was in Mr. Hogsett's office and Mr. Langsdale asked if he could have, at once, the proposed draft of decree. We sent that over to his office at once and then later, at 2:00 o'clock, we met at the Labor Board offices for this conference. Mr. Hogsett and myself represented the Donnelly Companies, Mr. Tyler was present representing the Donnelly Garment Workers' Union, Mr. Broderick represented the Labor Board. Mr. Langsdale, Mr. Walsh and Mr. Rucker came into the room and we delivered our letter to them, and they in turn turned over their letter to us. I think Mr. Tyler at that time delivered a letter stating his position. Mr. Langsdale just glanced at our letter and said that he did not care to waste any further time and with that Mr. Langsdale, Mr. Rucker and Mr. Walsh walked out of the room. Now, do you want me to read the letter?

p. 998

Q. Before lunch you read Plaintiffs' Exhibit 113, which was our letter to Messrs. Walsh and Langsdale, and since lunch you have read the decree submitted with it. Was that our

proposition submitted to these people in response to request?

A. That is right.

Q. I think you said that on an occasion when we met in the National Labor Board's office on February 4 Mr. Langsdale made some comment which you repeated and handed to me a letter?

A. Yes.

Q. You have had that marked as Plaintiffs' Exhibit 115?

[fol. 5894] A. Yes.

p. 1000 Q. Was an answer to that letter from Messrs. Walsh and Langsdale written?

A. There was.

Q. That letter was signed was it?

A. Yes, and that letter was dated February 17th.

Q. Was that letter answered by Messrs. Walsh and Langsdale?

A. Yes, it was, on February 18th.

Q. Do you have the answer?

A. I have the answer.

Q. Please have it identified.

p. 1003 Q. Now, at the opening of this trial, as the record shows, his Honor, Judge Miller made some reference to the possibility of a settlement of this matter. Following that did Mr. Walsh write a letter to the plaintiff, Donnelly Garment Company of March 29th?

A. That's right.

Q. Now, did Mr. Walsh write us a letter or the plaintiffs a letter on March 29th?

A. He did.

Q. Will you please have that marked.

Q. Now, in line with that letter was a conference between counsel for the various parties held on April 1, 1939 at Senator Reed's office?

A. Yes, but let me explain about this letter. This letter was received on March 29th. We advised counsel that afternoon that we would be willing to meet with them after the adjournment of court that day. That day first was agreeable but when we got to our office Mr.

Walsh called and said that he had an appointment and he could not meet that day but would meet the following day or the next day so a conference was arranged for one o'clock Saturday, April 1st.

Q. Now, was a stenographic record made of that conference?

A. Yes, there was.

Q. I hand you Plaintiffs' Exhibit 119 and ask you if that is the stenographic record of that conference?

A. Yes.

Q. And whether it is correct?

[fol. 5895] A. Yes, I have read this.

Q. Now, following that meeting of the first of April and in line with the promise which we made to Mr. Walsh was a counter proposal made? A. There was.

Q. Have the plaintiffs or their counsel had any reply to that letter? A. We have not.

### Redirect Examination.

p. 1027 By Mr. Hogsett:

Q. In the cross-examination Mr. Walsh asked you whether you had ever had any conference as requested by the International in this letter of March 9, 1937, the so-called polite letter? You said you had not and that you had not replied to that letter. Now I ask you why?

A. Well, at the time we received that letter the union did not claim to represent a single employee in our plant. A week before we received the letter all the employees had delivered to Mrs. Reed the March 2nd document which is in evidence where the employees stated that they refused to have anything to do with an outside union and for the further reason that every complaint that the union made in that letter was taken to be absolutely false. We had tried out for months the question of the discharge of the 15 girls.

p. 1028

Q. Before the NRA?

A. Before the NRA. At the time the Labor Board delivered their complaint to us charging that we had discharged 15 girls we had re-employed 8 of the 15. That left 7. The evidence in that hearing disclosed that at the time the 7 were laid off only one of those girls belonged to the International Union. I am speaking now of their own testimony in that case. The remaining six testified in that hearing that they joined the International after they had been laid off by the Donnelly Company and we showed in that case that there was a very large, substantial lay-off in the summer of 1934 when these girls were laid off; There were 300 girls laid off at that time and that when business picked up we called back girls to work and by December we had called back some, I think 180 girls and of that number 8 of them were members of this union and we did not know at the time that they were members of the union, that any of them were members of the union or not members of the union and the one girl that claimed that she was a member of the union at the time she was laid off said nobody knew it; she testified in that hearing that no official of the company or nobody connected with the company knew that she was a member of the International.

[fol. 5896] "Plaintiff's Exhibit No. 113 A M F.

"February 4, 1939.

"To Paul F. Broderick, Acting Regional Director  
National Labor Relations Board,

To Clif Langsdale, Esq., and Jerome Walsh, Esq., representing the International Ladies' Garment Workers' Union,

To Frank E. Tyler, Esq., representing the Donnelly Garment Workers Union.

Gentlemen:

This letter is written in compliance with the suggestions made by Mr. Broderick, acting regional director of the

National Labor Relations Board on January 20, 1939, to the effect that the parties participating in the negotiations that day held should state their several positions in writing with respect to the controversies between the Donnelly Garment Companies and the International Ladies' Garment Workers' Union and the National Labor Relations Board.

In order to accurately state our position, it seems proper to refer to what preceded the conference of January 20th. The meeting above referred to was preceded by several previous negotiations between the representatives of the National Labor Relations Board, the Donnelly Companies and the Donnelly Garment Workers' Union. At these previous meetings, no direct representative of the International Ladies Garment Workers' Union was present, and the question was raised as to the authority or ability of the representatives of the National Labor Relations Board to come to any understanding or agreement of adjustment or settlement which would be binding upon the ILGWU and insure a peaceful and permanent settlement of the controversies between the Donnelly Companies and the ILGWU. [fol. 5897] Accordingly, at the request of Mr. Broderick, at the last meeting Mr. Langsdale was brought into the negotiations as the representative of the ILGWU and the Kansas City Joint Board of the ILGWU.

At that meeting (January 20, 1939) the Donnelly Companies took the position that they had in no manner violated any law of the United States; that they had been guilty of no unfair labor practice; that the accusations made against them by the ILGWU, the Kansas City Joint Board of the ILGWU and the representatives of these last named organizations were groundless; that nevertheless, the company was willing to endeavor, through negotiations, to arrive at a peaceful settlement and adjustment of all controversies including the above mentioned charges and all other accusations brought against them of unfair treatment of employees, of the maintenance of a spy system, of a caste system, of a speed up system of long hours, of low wages, and of discrimination against certain employees on account of affiliations with the ILGWU and the right of the ILGWU and the Kansas City Joint Board to indulge in any of the oppressive or unlawful acts com-

plained of in the action then pending in the United States District Court at Kansas City.

Mr. Langsdale stated that the settlement should include all matters of controversy and that he was authorized to negotiate on behalf of the ILGWU and the Kansas City Joint Board with reference to such a settlement, but emphatically stated that he would not agree to any settlement of the existing controversies unless, as a prerequisite, the companies would agree to disestablish the Donnelly Garment Workers' Union, to cancel their contracts with the last named union and to refuse to deal or bargain with any future plant labor organization formed by their workers.

Mr. Langsdale further stated that it was a part of the fixed policy of the International never to recognize a plant union and that the Union would never recognize the validity of a plant labor organization of the employees of the Donnelly Company. At said conference, it was even suggested by Mr. Langsdale that Mr. Tyler should withdraw.

[fol. 5898] Mr. Tyler, representing the Donnelly Garment Workers' Union, took the position that his client was a valid and legal labor organization created in compliance with Section 7 of the National Labor Relations Act and that in its organization and maintenance there was no violation of Section 8 of said Act, and that it had a valid and subsisting contract with the Donnelly Companies with relation to hours, wages, and all conditions of employment. That 100% of the employees of said Donnelly Companies were (and are) members of said union and through their representatives parties to said contract, and that said Donnelly Garment Workers' Union would stand firmly upon its rights and resist any attempt on the part of the employers, the National Labor Relations Board or the ILGWU to displace it as the proper bargaining agent for the employees of said companies, and that it would submit to no cancellation or abrogation of its contract. That said contract was a valuable contract and was a better contract than was held by any employees of similar companies in Kansas City.

The representatives of the National Labor Relations Board stated in substance that charges had been filed with

the Board. The full nature and extent of the charges was not disclosed but it was stated that unless a settlement was made between the ILGWU and the Donnelly Garment Companies, the Board would charge that the Donnelly Garment Workers Union was an illegal organization; that it was organized by or was dominated by the employers, and (2) that certain employees were discharged because of affiliation with the ILGWU and that the Donnelly Garment Company had refused to reinstate them on account of said affiliations and that back pay to these employees might or would be assessed. This was said notwithstanding the fact that the companies had never been given an opportunity to produce evidence to show Mr. Broderick that the charges were unfounded and thus avoid the necessity of a formal hearing and trial, and this right to produce evidence, the companies insisted, ought in justice to be given to them. As we understood Mr. Broderick, he stood firmly on the position that unless we acceded to Mr. Langsdale's position and disestablished the union, charges would be filed as aforesaid.

The above, we believe, is a fair statement of the substance of the negotiations. Mr. Broderick requested that the parties to the conference put in writing their positions with a view to the future meeting to discuss the positions taken.

[fol. 5899] The position of the Donnelly Companies is:

1. That the companies have not interfered with, restrained or coerced any employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

2. That the companies have not dominated or interfered with the formation or administration of any labor organization and particularly the Donnelly Garment Workers Union or contributed financial or other support to it or any other labor organization.

3. That the Donnelly Companies are not guilty of discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.

4. That all of the companies' employees notified the companies in writing that they would not join the International or be represented by it for the purpose of collective bargaining. That all said employees formed, organized and are maintaining, a union known as Donnelly Garment Workers' Union and have unanimously chosen their representatives for the purpose of collective bargaining.

5. That the companies know of no fact or facts that would justify it in refusing to recognize for the purpose of collective bargaining the representatives of all its employees.

6. That the companies would be guilty of violation of subsection 5 of Section 8 of the National Labor Relations Act in the event it refused to bargain collectively with the said representatives so chosen.

7. That the representatives of the Labor Board and the representative of the International have stated that the International does not have a majority of employees in the Donnelly plant and it is not even contended that they have any substantial minority.

8. That the companies, after their employees have chosen their exclusive bargaining representatives, are forbidden by Section 9 (a) of the National Labor Relations Act to [fol. 5900] bargain collectively with any one else.

9. In compliance with the law, the companies entered into a valid and binding contract with the representatives chosen by their employees covering all terms and conditions of employment and representation for the purpose of collective bargaining which said contract cannot be abrogated without the full consent of the said Donnelly Garment Workers' Union. The [the] companies cannot disestablish the Donnelly Garment Workers' Union without violating Section 7, sub-sections 1, 2 and 5 of Section 8, and Section 9 (a) of the National Labor Relations Act.

10. That any settlement providing that the companies would refuse to permit their employees to organize a plant labor union of their own choice or provide that the company would not deal with or contract with any plant labor union organized by a majority of their employees would be violative of the law.

11. That any attempt on the part of the companies to compel or induce any of its employees to join the International would likewise be violative of the law.

Unless the International recedes from its position as expressed by Mr. Langsdale it would [see] to be very difficult, if not impossible, to come to any understanding and agreement which will embrace a settlement of the existing controversies. Nevertheless, we stand ready to further negotiate and if possible to arrive at some common ground which will bring about a peaceful adjustment within the law of all existing controversies.

We stand ready:

First, to place placards on bulletin boards in the factory stating the substance of Section 7 of the National Labor Relations Act, and

Second, to arbitrate the matter of placing on a preferred list for reemployment the ten girls who claim to be entitled to reinstatement, provided:

(a) A final decree be entered in the case of Donnelly Garment Company, et al v. International Ladies' Garment Workers' Union, et al, No. 2924, now pending in the United States District Court for the Western Division of the Western District, in substantially the form hereto attached; and that appropriate findings of fact and conclusions of law in support thereof be filed as the basis for such decree. (Inasmuch as any final decree necessarily must dispose of all the parties to the suit and of all of the issues raised by all the pleadings filed therein, we have requested Mr. Tyler, representing the Interveners, to collaborate with us in drafting the attached form of decree, and he has done so.)

(b) That the International Ladies' Garment Workers' Union, the Kansas City Joint Board, withdraw all charges pending before the National Labor Relations Board, and treat the same as finally settled and disposed of.

We think it is regrettable that we are in substance and effect told that we must violate the National Labor Relations Act and deny to our employees the rights secured to them under said law or we will be put to the expense and

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trouble of a trial before the Labor Board on charges which we feel are absolutely without merit and totally groundless.

Very truly yours,

JAMES A. REED,  
WILLIAM S. HOGSETT,  
ROBERT J. INGRAHAM.

[fol. 5902] "Plaintiff's Exhibit No. 115 A M F

"CLIF. LANGSDALE  
Lawyer

921-24 Scarritt Bldg.

Telephone Victor 9880

Kansas City, Missouri

February 4th, 1939.

"Mr. William S. Hogsett,  
Grand Avenue Temple,  
City.

Dear Bill:-

We have received a copy of Final Decree which you propose shall be entered as a settlement of the controversies and labor dispute now existing between the Donnelly Garment Company and International Ladies' Garment Workers' Union.

Some days ago, I was informed by Mr. Paul Broerick, Regional Director of this district for the National Labor Relations Board, that Senator Reed desired a conference with reference to the charges filed by the International Ladies' Garment Workers' Union before the National Labor Relations Board against the Donnelly Garment Company. That conference was had. At the conference, Senator Reed suggested that if the Labor Board matter should be settled; the injunction suit which it has been judicially determined involves a labor dispute, should be settled also. I informed Senator Reed that I had no authority to represent the International Ladies' Garment Workers' Union in the settlement of the labor dispute, but that I

would be glad to carry any of his ideas back to the proper officials of that union. I find that the officials of the Union are genuinely anxious to make every reasonable effort to settle all controversies and labor disputes now existing between the Union and the Donnelly Garment Company. Your proposed "Final Decree" which you offer as such settlement, is so unreasonable as to lead us to believe that those whom you represent do not have any such genuine desire.

Senator Reed was informed at that conference that any settlement agreement would have to contain an article to the effect that the Donnelly Garment Worker's Company [fol. 5903] and the International Ladies' Garment Worker's Union, that end can be accomplished upon the following basis:

1. The Donnelly Garment Company must consent that a decree be entered in the United States Circuit Court of Appeals for the Eighth Circuit disestablishing the Donnelly Garment Worker's Union as an agency for collective bargaining and the representation of its workers.

2. Those employees, members of the International Ladies' Garment Worker's Union who were discharged and discriminated against because of their activities in behalf of that union, must be offered reinstatement with back pay.

3. The case of Donnelly Garment Company, et al, against International Ladies' Garment Worker's Union, et al. No. 2924, now pending in the District Court of the United States for the Western Division of the Western District of Missouri, must be dismissed at plaintiff's cost.

If the above three articles are agreed to by the Donnelly Garment Company, the International Ladies' Garment Worker's Union agrees:

First: To cease all activities of every kind and character which tend to keep anyone from purchasing any of the products of the Donnelly Garment Company, so long as the Donnelly Garment Company does not recognize any plant union as the bargaining representative of its employees.

Second: The International Ladies' Garment Worker's Union will agree that it will continue its efforts to or-

ganize the workers of the Donnelly Garment Company by peaceful and lawful methods.

If you cannot agree to the above proposition, the International Ladies' Garment Worker's Union proposes to submit all controversies and disputes now existing to arbitration.

Very truly yours,

CLIF LANGSDALE,  
JEROME WALSH.

"O. K.

Attorneys for International Ladies'  
Garment Worker's Union.

(Signed) MEYER PERLSTEIN  
Regional Director."

[fol. 5904] "Plaintiff's Exhibit No. 116 A M F.

"February 17, 1939.

"Mr. Clif Langsdale,  
Mr. Jerome Walsh,  
Attorneys for International Ladies'  
Garment Workers' Union,  
Kansas City, Missouri.

Gentlemen:

Answering your letter of February 4th, we desire to advise you distinctly that our clients have at all times reaffirmed, and do now reaffirm, the position taken by them in their amended bill of complaint in the pending suit—that for all the reasons there alleged any effort to settle the alleged dispute with your clients by negotiations, mediation or arbitration is not required.

In order to correct some of the misstatements contained in your letter, we call attention to the following facts:

A conference was held on January 20th between representatives of the Donnelly Companies, the Donnelly Garment Workers' Union, the International Union, and the Labor Board, in the hope that in such a conference we might convince your clients and the Labor Board of the justice of our position and thereby bring about peace. Mr. Langsdale, at the conference, stated that he was authorized

to appear for and represent the International and the Kansas City joint Board. The respective parties presented their various contentions, as stated in our letter of February 4th.

After a long discussion Mr. Broderick suggested that the meeting be adjourned, and that the parties should put in writing their various contentions and proposals, and that at the adjourned meeting these writings should be simultaneously interchanged, to the end that, the points of difference being thus outlined, they could be further discussed at the adjourned meeting.

After the meeting of January 20th was adjourned, Mr. Walsh, one of the attorneys for the International, had [fol. 5905] several talks with Mr. Ingraham relative to the various matters in controversy.

One of the matters which had been discussed in the conference was as to the form of the decree embodying a permanent injunction to be entered in the suit now pending in the District Court. Mr. Walsh stated that the discussion would be expedited if we would submit a draft of decree which the Companies would accept. He further stated that he would be out of town for several days, and upon his return would communicate with Mr. Ingraham.

Prior to Mr. Walsh's return Mr. Broderick arranged that the adjourned conference should be held February 4th.

On February 3rd Mr. Walsh advised Mr. Ingraham that Mr. Umhey, Vice President of the International, was here and requested a copy of the proposed decree for their consideration. We were also informed that Mr. Perlstein was here.

Mr. Ingraham informed Mr. Walsh that the draft of decree was not a final form, and that as Mr. Broderick had arranged a conference for the next day, February 4th, the draft of the decree would be at that time delivered.

On the morning of February 4th and prior to the hour arranged for the adjourned meeting, Mr. Langsdale requested Mr. Hogsett to furnish the form of decree as soon as possible. And, accordingly, the form was delivered to Mr. Langsdale and Mr. Walsh some hours before the adjourned meeting was to be held.

At the adjourned meeting we presented the form of decree and accompanied it with a letter setting forth our contentions and proposals in accordance with the previous arrangement. We were fully prepared and intended to continue the discussions and to see if possibly an agreement could be arrived at.

At the meeting, which lasted only a few minutes, Mr. Langsdale and Mr. Walsh delivered to us their letter of February 4th and, without waiting to discuss it or to discuss any of the proposals which we had submitted and were prepared to discuss, withdrew, Mr. Langsdale remarking that "he did not propose to waste further time". Having deliberately broken off these negotiations, you suggest arbitration.

[fol. 5906] "It is our clients' position that they have made every reasonable effort to settle the controversy with your clients by negotiation, that such effort failed solely through your clients' fault, and that our clients are not required by any law or by any rule of fair dealing to also attempt to settle the controversy by arbitration.

The pending injunction suit embodies practically all the facts in controversy and is ready for trial. In this trial you can obtain every right which could be granted you in an arbitration, except possibly an order for reinstatement with back pay of certain employees in the event the court should find that your charge that they were wrongfully discharged is true; and as to these matters or any other matter which could not be covered by the decree of the Court, and which we have the power to arbitrate. We will stipulate that the judge as arbitrator shall have jurisdiction to determine such matters and to enter a decree of the Court covering the same. Moreover, we are ready to go forward in such manner at once. In other

words, we will agree that as to all matters of controversy which are not strictly within the jurisdiction of the Court in the pending suit the Judge shall sit as an arbitrator and shall have jurisdiction as an arbitrator over all questions which could properly be submitted to a board of arbitration and that his decision as an arbitrator shall be embodied in a decree with the right of appeal reserved to each party. Such a procedure would give the parties the benefits of the right of subpoena, inspection, and other remedies which are essential in a hearing of these matters.

Of course, we cannot commit the Donnelly Garment Workers' Union as to whether they are willing to submit the question of the validity of their union or the validity of their contract with our clients, but our clients can and do agree to submit the same in so far as they may be authorized by law to submit it to arbitration.

If your proposal to arbitrate is made for the purpose of obtaining further delay in a hearing of the pending suit, we will say now that we will oppose the same. Any postponement is unfair and grossly injurious to our clients, when your clients continue their attacks. Your clients have been persistently violating the restraining order, [fol. 5907] and the means to which they might resort if the restraining order were annulled may be easily imagined.

We are willing to continue the negotiations or to discuss with you the matter of an arbitration if a conference can be arranged tomorrow or at a very early date.

Yours very truly,

REED & INGRAHAM  
WILLIAM S. HOGSETT

Attorneys for  
Donnelly Garment Company  
Donnelly Garment Sales Company

[fol. 5908] "Plaintiff's Exhibit No. 117 AMF

Clif. Langsdale, Lawyer  
921-24 Scarritt Bldg.  
Telephone Victor 9880  
Kansas City, Missouri  
February 18th, 1939

"Messrs. Reed and Ingraham,  
Mr. William S. Högsett,  
Attorneys for the Donnelly Garment Company,  
City.

Gentlemen:—

We have your letter of February 17th, which we assume you mean to be in reply to our letter of February 4th, in which we offered to arbitrate all of the differences existing between the Donnelly Garment Company and the International Ladies' Garment Worker's Union.

Your letter is in the same spirit that your client's attitude to the International has always been.

Your letter is so full of factual inaccuracies that it seems to us that if we ever meet again, we should have a stenographer present.

For instance, you state that Mr. Walsh on February 3rd advised Mr. Ingraham that Mr. Umhey vice-president of the International Ladies Garment Worker's Union was in Kansas City, and requested a copy of your proposed decree. Mr. Umhey was no closer to Kansas City than Eighth Avenue in New York.

Again you state that Mr. Langsdale, at a meeting at Senator Reed's home on January 20th, stated that he was authorized to appear for and represent the International and the Kansas City Joint Board, when, as a matter of fact, Mr. Langsdale went to that meeting solely for the purpose of discussing the Labor Board proceeding, and specifically stated that if any settlement should be made of the injunction suit, he would have to get authority from his clients to negotiate such settlement.

It appears to us that there is only one thing to do in view of your uncompromising attitude and your insistence [fol. 5909] upon conditions that are not even permitted.

by law, that is proceed to trial with the injunction suit in the Federal Court, and with the charge against the Donnelly Garment Company of fostering an unlawful company union and discharging members of the International Ladies' Garment Worker's Union because of their activities in behalf of said Union before the Labor Board.

We are, however, still ready to submit the entire controversy to arbitration.

Very truly yours, : : : :

CLIF LANGSDALE." /

CL:GK"

[fol. 5910] "Plaintiff's Exhibit No. 118 A M F

"Law Offices

Frank P. Walsh

and

Jerome Walsh

Thomas R. Lawler

Washington Office

930 Shoreham Building

Bryant Building

Kansas City, Missouri

"March 29th, 1929.

"Donnelly Garment Company,

1828 Walnut,

Kansas City, Missouri.

Gentlemen:

This is to advise that we still stand ready to follow the suggestion of Judge Miller to attempt to settle the labor dispute and other matters involved in the pending litigation.

You will recall that on the afternoon of March 21st, 1939, shortly after Judge Miller made his suggestion, Mr. Frank P. Walsh telephoned Mr. Hogsett advising of our willingness to meet, discuss and, if possible, adjust and settle all of the disputes and differences between the parties. Aside from the announcement made by Mr. Hogsett in open court on the following morning, we have had no word from you. We would be glad to hear from you on the subject.

Should efforts at negotiation or settlement be unavailing, we again offer to submit the matters to arbitration.

Very truly yours,

FRANK P. WALSH

Attorney for International Ladies'  
Garment Workers' Union."

cc—Messrs. Reed & Ingraham  
Telephone Building

Mr. William S. Hogsett,  
Grand Avenue Temple Building  
Kansas City, Missouri.

[fol. 5911] "Plaintiff's Exhibit No. 120 A M F

"April 3, 1939

"Messrs. Frank P. Walsh and  
Jerome Walsh, representing International  
Ladies' Garment Workers' Union, Kansas  
City Joint Board, et al.,  
Kansas City, Missouri.

Dear Sirs:

Before the trial of this case there were negotiations between the parties looking to a settlement. These negotiations were broken off by your clients or their representatives. As a final word in those negotiations, we offered to arbitrate all differences which are at issue in this case as we more fully set forth in Paragraph 2 of our proposition. Your proposition now comes after the plaintiffs have practically introduced their entire case and after they have gone to great expense in carrying forward this trial and in bringing witnesses from long distances. However, we have this to say regarding your proposition of April 1, 1939:

1. There are three parties to this present controversy;
  - (1) the employers, whom we represent;
  - (2) the employees, represented by Mr. Tyler; and

- (3) the International Ladies' Garment Workers' Union, Kansas City Joint Board, and numerous defendants, represented by yourselves.

Your proposition entirely ignores the employees, and it must be manifest that no agreement can be made which will be of validity or force unless the employees are a party thereto, and their rights have been considered and determined. Clearly this is true for the following, among other, reasons:

[fol. 5912] (a) The workers in the plant, prior to the beginning of the present suit, unanimously served notice upon the employers that they were satisfied with their wages and working conditions and in substance stated that they repudiated interference by any outside union.

(b) The law gives to the workers in the Donnelly plant the right to organize and they have voluntarily organized the Donnelly Garment Workers' Union for their bargaining representative, all of the employees being members thereof. Said union has entered into a contract with the employers covering all terms and conditions of employment, including representation. The contract is being observed by both parties.

The employers are without legal right and have no desire to breach that contract or to make any agreement which would ignore the terms thereof. Indeed, if they were to do so they would subject themselves to the heavy penalties prescribed by law.

2. Under your proposal, for a period of three years the right of the employers and the employees to deal freely under the terms of the contract referred to would be destroyed.
3. You make no proposition to repudiate, contradict or retract the false statements and charges made and broadcast throughout the country by your clients, and which have caused incalculable damage to the companies and their business.
4. You fail to propose that an injunction shall be issued in the cause now pending to protect the companies against the perpetration or continuance of any of the wrongful acts set forth in our amended bill of complaint. On the other hand, you now propose a new

tribunal to hear the issues in the cause now pending after we have presented to the Court approximately our entire case and have produced at great effort and expense witnesses in open court who reside at far distances from Kansas City. Manifestly to require a [fol. 5913] new trial before a different tribunal would be unfair and costly to plaintiffs and the decision of the tribunal suggested could not give the plaintiffs the protection of an injunction of the Federal Court.

5. You fail to make any provision or proposition to compensate the companies for the heavy damages you have already occasioned for the perpetration of which your clients are liable.

For these reasons, we are unable to accept the proposal which you have made. However, in a sincere effort to settle the controversy between us, we submit to you the following counter proposal:

1. That a final decree be entered in the pending suit in substantially the form submitted to you with our letter of February 4, 1939; and that appropriate findings of fact and conclusions of law in support thereof be filed as the basis for such decree.
2. That as to all matters of controversy between us which are not strictly within the jurisdiction of the court in the pending suit, and as to which we have the power to arbitrate, his Honor, Judge Miller shall sit as an arbitrator and shall have jurisdiction as an arbitrator over all questions which could properly be submitted to a board of arbitration, and that his decision as an arbitrator shall be binding.
3. That all claims by the companies for damages caused by the wrongful acts of your clients up to this date be released.

We hope that this proposal will meet with your favorable consideration and approval. We shall be glad to hear from you further.

Yours very truly,

Attorneys for Donnelly Garment  
Company, Donnelly Garment Sales  
Company."

[fol. 5914] (Part of N. R. A.—J. M. C. Exhibit 3.)

In the District Court of the United States for the Western Division of the Western District of Missouri.

Objection is made to the findings of fact, conclusions of law and judgment contained herein for the reason that said findings of fact, conclusions of law and judgment are immaterial and are not binding upon the examiner or the Board.

Donnelly Garment Company, a corporation, and Donnelly Garment Sales Company, a corporation, Plaintiffs,

No. 2924 vs.

International Ladies' Garment Workers' Union, an unincorporated association, et al., Defendants,

Donnelly Garment Workers' Union, an unincorporated association, et al., Interveners.

### Findings of Fact.

The court makes and files in the record of this cause the following findings of fact:

1. Plaintiff Donnelly Garment Company, a corporation organized under the laws of the state of Missouri, is engaged in the manufacture and sale of ladies' house dresses and wash frocks under the trade name of "Nelly Don." Plaintiff Donnelly Garment Sales Company, a corporation organized under the laws of the state of Missouri, is engaged exclusively in the sale and distribution of ladies' house dresses and wash frocks manufactured by the Donnelly Garment Company under its trade name "Nelly Don." Plaintiffs are and were, during the times complained of, engaged in interstate trade and commerce, bringing raw materials from outside the state of Missouri and manufacturing the same in the state of Missouri, and selling over [fol. 5915] 80 per cent of the finished product outside the state of Missouri.

2. The defendant, International Ladies' Garment Workers' Union (hereinafter referred to as International),

is an unincorporated association composed of members, many of whom reside in the Western Division of the Western District of Missouri; and the individual defendants are officers, members of the Executive Board, members, agents or servants of said International.

3. The interveners are members of the Executive Committee of the Donnelly Garment Workers' Union, an unincorporated association, formed and administered by all of the employees of plaintiffs, exclusive of officers, executives and persons with authority to employ or discharge.

4. On March 2, 1937, about three or four days after the International had publicly announced in the Kansas City press its intention to organize the plant of the Donnelly Garment Company, 1183 of plaintiffs' employees (being all but three of the then employees, excluding those with authority to hire or discharge) in a writing delivered to plaintiffs refused to acknowledge or accept the International as their representative.

5. On March 9, 1937, the International mailed to the Donnelly Garment Company a letter asserting certain alleged "grievances" pertaining to wages, hours and working conditions in the Donnelly Garment Company plant. The statements of fact in said letter, upon which the alleged "grievances" were based, were false and fraudulent statements, known by the writers of the letter to be false when the letter was written; and the purported "grievances" therein were not stated in good faith, but were stated fraudulently for the purpose of making it ostensibly appear to plaintiffs' customers, the consuming public and the courts that there was some basis for said "grievances", when in fact there was no basis therefor. Said letter did not represent a bona fide attempt by the International to negotiate or adjust a labor dispute, but was merely part of a scheme by the International to organize plaintiffs' employees as members of the International. No bona fide demand concerning "terms and conditions of employment" or concerning "the association or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of employ-

ment," was being made by any of the defendants upon plaintiffs in said letter, or at the time this suit was filed.

6. Shortly after the Supreme Court of the United States sustained the validity of the National Labor Relations Act, and on April 27, 1937, one hundred per cent of plaintiffs' employees (other than officers, executives and those with authority to hire or discharge) voluntarily formed and became members of the Donnelly Garment Workers' Union, and unanimously designated and selected the nine members of the Executive Committee of said union as their sole representatives for the purposes of collective bargaining with plaintiffs in respect to rates of pay, wages, hours of employment and all other conditions of employment, and all matters for their mutual aid and protection. Said employees have at all times freely administered and maintained said union. At the time of the formation of said union and at all times since, none of said employees have been or are members of the defendant International.

[fol. 5917] 7. On May 27, 1937, after negotiations between plaintiffs and the Executive Committee of the Donnelly Garment Workers' Union, a written contract was made and entered into between plaintiffs and the Donnelly Garment Workers' Union, which was supplemented thereafter on June 22, 1937, by a supplemental contract between the same parties, which contracts provided for wages, rates of pay, hours of employment and all other conditions of employment. Said contracts provided that plaintiffs were bound to and did recognize the Donnelly Garment Workers' Union as the sole bargaining agency on behalf of all of their said employees. Said contracts were and are satisfactory to all parties thereto, and the same have been at all times since and are now recognized by the parties as in full force and effect. By the aforesaid negotiations and contracts all matters of agreement between plaintiffs and their employees concerning terms and conditions of employment, and concerning the association and representation of plaintiffs' employees in negotiating, fixing, maintaining, changing and seeking to arrange terms and con-

ditions of employment, were fully fixed, established, settled and determined; and at all times since the making of said contracts there has been and is now no controversy or dispute of any kind between plaintiffs and any of their employees concerning any of those matters. At all said times, and up to the time this suit was filed, and ever since, complete harmony has prevailed between plaintiffs and their employees, and all parties to the contracts were and are satisfied therewith. The terms and conditions of said contracts are more favorable to the employees than the terms and conditions contained in any contract between the International and any manufacturer of house dresses [fol. 5918] and wash frocks introduced in evidence in this cause.

8. Plaintiff Donnelly Garment Company is and has been continuously since its incorporation a manufacturer of house dresses and wash frocks (so-called "cotton garments") and is classified in the industry as such, and is not classified as a "ready-to-wear" manufacturer (so-called "silk dress" manufacturer). According to the established custom in the industry the rates of pay of piece work operators in the "ready-to-wear" industry (so-called "silk dress" industry), do not apply to the rates of pay of piece work operators in the "house dress and wash frock" industry (so-called "cotton garments" industry):

9. At all times which are material in this case the wages actually paid by plaintiffs to their employees for various kinds of work were, and are now, in excess of wages paid to similar employees for the same or similar kinds of work by other manufacturers of ladies' garments operating under any of the contracts with the International which are in evidence, whether said manufacturers were engaged in the ready-to-wear industry or in the house dress and wash frock industry.

10. Notwithstanding the entirely harmonious relations between plaintiffs and their employees, the International, its officers, the General Executive Board, and its Southwest Regional Director, Meyer Perlestein, several months prior to the institution of this suit, entered into a combination and conspiracy for the sole and only purpose of com-

selling plaintiffs' employees to join the International and accept the International as their exclusive bargaining agent for the purposes of collective bargaining.

[fol. 5919] 11. Pursuant to said combination and conspiracy, and in carrying forward the same, the International, its officers, General Executive Board, agents and members have threatened to and have in fact caused to be published and circulated among plaintiffs' customers and the consuming public false statements regarding wages, rates of pay, hours of labor and working conditions in plaintiffs' plant, and have attempted to induce said customers and the consuming public to boycott plaintiffs' goods, and have threatened plaintiffs' customers with a secondary boycott of their places of business and with picketing of the same upon refusal by such customers to discontinue purchasing or selling plaintiffs' merchandise.

12. Pursuant to said combination and conspiracy and in carrying forward the same, the International, its officers, General Executive Board, agents and members have threatened or caused to be threatened the use of physical violence against plaintiffs' employees for the purpose of intimidation of plaintiffs and their employees.

13. The International, its chief officers and General Executive Board, and its Southwest Regional Director, Meyer Perlstein, have authorized, ratified, confirmed or approved the use of assaults, physical violence and threats thereof, and publication of false statements, and the use and threats of a secondary boycott, as means of destroying the business of garment manufacturers, including plaintiffs, unless they recognize the International as the exclusive bargaining agent for their employees, and compel their employees to join the International.

[fol. 5920] 14. The acts and threats of defendants, by this court found to have been established by the evidence, and by this court found to be unlawful, were acts and threats in pursuance of a combination and conspiracy on the part of the International, its chief executive officers, its General Executive Board, its Southwest Regional Director (Meyer Perlstein), its Kansas City Manager (Wave Tobin), and its agents, Jane Palmer, Esther Smith, Grace

Bullard, Mary Jane Miller and others, the object and purpose of which combination and conspiracy was to injure and destroy plaintiffs' business (and thereby to restrain, burden, obstruct, interrupt and destroy plaintiffs' interstate trade and commerce), as a means of coercing plaintiffs to require their employees to join the International and to accept the International as their sole bargaining representative in respect to rates of pay, wages, hours of employment and other conditions of employment.

15. The acts and threats of defendants which are found by this court to have been established by the evidence, and which are by this court declared to be unlawful, will, unless enjoined, materially burden, obstruct, interrupt and destroy plaintiffs' interstate trade and commerce, causing immediate and irreparable loss and damage to each of the plaintiffs far in excess of \$3000.00:

16. The defendants' unlawful acts hereinabove described have been threatened and will be committed unless restrained, and have been committed and will be continued unless restrained; and substantial and irreparable [fol. 5921] injury to plaintiffs' property will follow; and as to each item of relief prayed for and granted, greater injury will be inflicted upon plaintiffs and interveners by the denial of relief than will be inflicted upon defendants by the granting of relief; and plaintiffs and interveners have no adequate remedy at law; and the public officers charged with the duty to protect plaintiffs' property are unable and unwilling to furnish adequate protection.

17. After plaintiffs received from 1183 of their employees on March 2, 1937, the employees' protest against any acknowledgment or dealing with the International as the representative of said employees, and after the aforesaid negotiations and the making of the aforesaid contracts with their employees, and before the time this suit was begun, plaintiffs definitely determined that they could not attempt to compel or influence any of their employees against their will and free choice to become members of or to be represented by the International, and could not negotiate, mediate or arbitrate any demand by defendants

for the abrogation of plaintiffs' contracts with their employees, or for the nullification of their employees' rights of self-organization and collective bargaining through representatives of their own choosing.

18. At no time after the plaintiffs on March 2, 1937, were notified by their employees of their refusal to accept the defendant union as a bargaining agent, was there anything which the plaintiffs or interveners could reasonably have offered to the defendants by way of compromise or settlement of the dispute which had arisen; and any settlement between plaintiffs or interveners and defendants of any alleged controversy or alleged dispute between plaintiffs [fol. 5922] or interveners and defendants, or of any demand by defendants upon plaintiffs, was at all times after March 2, 1937, utterly impossible; and any attempt at such a settlement by plaintiffs, or interveners, either by negotiation or with the aid of any available governmental machinery of mediation or by voluntary arbitration, would have been and was at all said times, entirely and obviously useless and unreasonable.

19. In conferences which occurred on January 20, 1939, February 4, 1939; and April 1, 1939, between duly authorized representatives of the plaintiffs, defendants and interveners, and in the letters which passed between the parties shortly following each of said conferences, plaintiffs and interveners did in fact make every reasonable effort to settle the dispute with defendants by negotiation, and with the aid of available governmental machinery of mediation (that is, through representatives of the National Labor Relations Board) and through voluntary arbitration; and the failure to settle such dispute was not due to any fault or unreasonable attitude or position taken by plaintiffs or interveners.

20. Plaintiffs and interveners have not failed to make every reasonable effort to settle the dispute with defendants either by negotiation or with the aid of any available governmental machinery of mediation or by voluntary arbitration.

21. Due and personal notice of this hearing has been duly given by plaintiffs and interveners (although this

court has not directed or required the giving of any such notice) to all known persons against whom relief is sought, and also to the chief of those public officials of the county [fol. 5923] and city within which the unlawful acts have been threatened or committed, charged with the duty to protect plaintiffs' property.

22. There has been clear proof of actual participation in, or actual authorization of, the acts to be enjoined, or ratification of such acts, by the defendants after actual knowledge thereof.

23. Plaintiffs did not at any time discriminate against their employees on account of affiliations with defendant International; and at and long before the time this suit was filed the plaintiffs' employees unanimously were protesting against any interference in their affairs by the International, and the International was not the representative of any of said employees for the purposes of collective bargaining or otherwise.

ANDREW MILLER,  
United States District Judge.

[fol. 5924] (Part of N. R. A.—J. M. C. Exhibit 3.)

In the District Court of the United States for the Western  
Division of the Western District of Missouri.

Donnelly Garment Company, a corporation, and Donnelly  
Garment Sales Company, a corporation, Plaintiffs,  
No. 2924 vs.

International Ladies' Garment Workers' Union, an unincorporated association, et al., Defendants,

Donnelly Garment Workers' Union, an unincorporated association, et al., Interveners.

#### Conclusions of Law.

The court now files in the record of this cause the following conclusions of law:

1. This court has jurisdiction of this suit because it is a suit of a civil nature in equity wherein the matter in

controversy exceeds, exclusive of interest and costs, the sum and value of \$3000.00, and which arises under the Anti-trust Laws of the United States (15 U. S. Code, Secs. 1, 26).

2. The fact that on August 8, 1938, the International Ladies' Garment Workers' Union filed charges against the plaintiff Donnelly Garment Company with the National Labor Relations Board, and that on April 7, 1939, a complaint was filed against said company by said Board, does not in any way affect the jurisdiction of this court in this suit.

[fol. 5925] 3. Section 8 of the Norris-LaGuardia Act (29 U. S. Code, Sec. 108) is not to be construed so as to require of plaintiffs or interevenueers a mere idle ceremony; and the court having found as a fact that any settlement between plaintiffs and defendants or between interveners and defendants of the controversies between them was impossible, and that any attempt at such a settlement, by negotiation, mediation or arbitration, would have been useless, such an attempt was not required of plaintiffs or interveners as a condition precedent to the plaintiffs' or interveners' right to injunctive relief.

4. Section 8 of the Norris-LaGuardia Act (29 U. S. Code, Sec. 108) did not require any effort on plaintiffs' or interveners' part to settle the dispute with defendants where such an effort would have been unreasonable; and the court having found as a fact that any attempt by plaintiffs or interveners to settle the controversy with defendants by negotiation, governmental mediation or arbitration, would have been unreasonable, such an attempt was not required of plaintiffs or interveners as a condition precedent to plaintiffs' or interveners' right to injunctive relief herein.

5. The plaintiffs and interveners have not in any respect failed to comply with any obligation imposed upon them by any law involved in the labor dispute in question. (This suit involves or grows out of a labor dispute.)

6. The publication and circulation by the International Ladies' Garment Workers' Union of false statements of fact regarding plaintiffs' treatment of their employees, for the purpose of injuring plaintiffs' business, was unlawful, and constituted a fraud upon plaintiffs.

[fol. 5926] 7. The International's threat to cause secondary boycotts of plaintiffs' customers and to picket such customers' places of business, unless such customers would cease buying plaintiffs' products, was unlawful.

8. The International's threats to use physical violence and acts of terrorism and intimidation against plaintiffs' employees, as a means of coercing plaintiffs to require their employees to join the International and accept the International as the representative of such employees for purposes of collective bargaining, was unlawful.

9. The wrongful acts and threats of the defendants, found to have been established by the evidence, constitute a restraint upon plaintiffs' interstate trade and commerce, in violation of the Anti-trust laws (15 U. S. Code, Sec. 1).

10. Plaintiffs and interveners respectively have no adequate remedy at law; and are respectively entitled to a permanent injunction against the defendants, their officers, agents, servants, employees, representatives and members, and all persons acting under the authority, direction, or control of defendants, or any of them, permanently enjoining them from any and all acts of fraud or violence or threats thereof complained of in the complaint and petition of intervention; and from conducting, threatening, instigating, or causing or attempting to conduct, threaten or instigate a secondary boycott or picketing of any of plaintiffs' customers, or of any of the places of business of plaintiffs' customers.

ANDREW MILLETT,  
United States District Judge.

[fol. 5927] (Part of N. R. A.—J. M. C. Exhibit 3.)

In the District Court of the United States for the Western Division of the Western District of Missouri.

Donnelly Garment Company, a corporation, and Donnelly Garment Sales Company, a corporation, Plaintiffs,  
No. 2924. vs. In Equity.

International Ladies' Garment Workers' Union, an unincorporated association, et al., Defendants,

Donnelly Garment Workers' Union, an unincorporated association, et al., Interveners.

### Judgment.

Now on this 27th day of April, 1939, again come all of the parties in this suit, by their attorneys of record, and this cause having heretofore come on for trial before the court upon plaintiffs' amended complaint, defendants' answer thereto, interveners' petition of intervention, and defendants' answer thereto; and the court having heard the evidence of the parties in the form of the testimony of witnesses in open court (with opportunity for cross-examination) in support of the allegations of plaintiffs' verified amended complaint and interveners' verified petition of intervention; and now the court, being fully advised in the premises, doth now find that unlawful acts have been threatened and will be committed by defendants unless restrained, and have been committed and will [fol. 5928] be continued by defendants unless restrained; that substantial and irreparable injury to the property of plaintiffs and to the property of interveners will follow; that as to each item of relief prayed for by plaintiffs and interveners respectively, and as to each item of relief granted, said parties respectively, greater injury will be inflicted upon plaintiffs and interveners, respectively, by the denial of relief than will be inflicted upon defendants by the granting of relief; and that plaintiffs and interveners respectively have no adequate remedy at law; and that the public officers charged with the duty to protect the property of plaintiffs and interveners respectively are unable and unwilling to furnish adequate protection; and that due and personal notice of this hearing has been duly

given to all known persons against whom relief is sought, and also to the chief of those public officials of the county and city within which the unlawful acts have been threatened or committed, who are charged with the duty to protect the property of plaintiffs and interveners respectively; and that the plaintiffs and interveners respectively have not failed to comply with any obligation imposed by law which is involved in the labor dispute in question, and have not failed to make every reasonable effort to settle such dispute, either by negotiation or with the aid of any available governmental machinery of mediation or voluntary arbitration; and that there has been clear proof of actual participation in, or actual authorization of, the acts hereinafter enjoined, by the defendants, or of ratification of such acts by the defendants after actual knowledge thereof; and that issuance of a permanent injunction as prayed by plaintiffs and interveners respectively and as herein-after granted, is necessary to prevent immediate and irreparable injury to plaintiffs and interveners, respectively, [fol. 5929] by reason of threatened loss and damage to plaintiffs and interveners and each of them, from violation by defendants of the Anti-Trust Laws of the United States, and from unlawful acts and threatened attempts by defendants to destroy the rights of plaintiffs and interveners respectively;

And as the basis of this decree, the court makes and files in the record of this cause, prior to the issuance of the injunction hereinafter granted, findings of fact and conclusions of law, which constitute the grounds of the court's action herein;

And the court further finds that the injunction hereinafter granted includes only a prohibition of such specific acts as are expressly complained of in plaintiffs' amended bill of complaint and in interveners' intervening petition, respectively, and as are expressly included in said findings of fact made and filed by the court as aforesaid.

Wherefore, It Is Now by the Court Considered, Ordered, Adjudged and Decreed, that the defendants International Ladies' Garment Workers' Union, an unincorporated association, David Dubinsky, president of said association,

and David Dubinsky, individually, Luigi Antonini, first vice president of said association, Frederick F. Umhey, executive secretary of said association, and Abraham W. Katovsky, Morris Biotis, Rose Pesotta, Israel Feinberg, Salvatore Ninfo, Elias Reisberg, Philip Kramer, George Rubin, Isidore Nagler, Joseph Breslaw, Julius Hochman, Bisilio Desti, Louis Levy, Charles Kreindler, Harry Wander, Max Cohen, Samuel Perlmutter, Jacob J. Heller, Harry Greenberg and Charles S. Zimmerman, members of the general executive board and Luigi Antonini, Frederick F. Umhey, Abraham W. Katovsky, Morris Biotis, Rose Pesotta, Israel Feinberg, Salvatore Ninfo, Elias Reisberg, Philip Kramer, George Rubin, Isidore Nagler, Joseph Breslaw, Julius Hochman, Bisilio Desti, Louis [fol. 5930] Levy, Charles Kreindler, Harry Wander, Max Cohen, Samuel Perlmutter, Jacob J. Heller, Harry Greenberg and Charles S. Zimmerman, individually, Meyer Pearlstein, Southwest Regional Director of said association and Meyer Pearlstein, individually, Max D. Danish, editor of the publication "Justice" and Max D. Danish, individually, Wave Tobin, manager of Kansas City Joint Board of International Ladies' Garment Workers' Union, Wave Tobin, agent of International Ladies' Garment Workers' Union, and Wave Tobin, individually, Kansas City Joint Board of International Ladies' Garment Workers' Union, Locals, 114, 115, 118, Jane Palmer, Esther Smith, Mary Jane Miller, Grace Bullard, Cinderella Robinson, Louise Smith, Ora Thornton, Annis Vaughan, Jack Spry, Etta Lepp, Lola Royer, Bertha Powers, Anna Zupka, Ruth Thompson, Grace Isgriggs, Della Jackson, Margaret Clements, Arlene Gaither, Velma Roseberry, Charlotte Carter, June Adams, Leta Meadon, Jo Nichols, Wanda Harrell, Mary Cornet, Ruth Davis, Mabel Jordan, Rosalie Poole, M. Smith, M. Fugina, I. Burke, S. LaFaller, V. Hendrick, P. Tindle, H. Mixels, F. Bennet, P. Austin, D. Dunning, N. Schaefer, E. Blankenship, R. Vest, M. Wallace, R. Love, G. Chinnery, A. James, Y. Boettcher, G. Knepp, John Doe, Jennie Roe, Hazel Roe, Helen Boe, Richard Roe, June Adams, Mary Ashlock, Pearl Austin, Mary Adams, Pauline Axton, Jean Amoroso, Shelby Anderson, Anna Bost, Helen Barnes, Genevieve Barnes, Babe Bonocoiso, Ike Burke, Yvette Boettcher, Frankie Bennett, Ray Bowlin,

Harry Bell, Lena Condi, Bill Copaken, Gertrude Chinnery, Velma Cox, Mildred Dale, Della Dunning, May Dalton, Mary Deisz, Johnnie Day, Cecie Fizell, Betty Firestone, Gertie Fariner, Mary Fugina, Mary Flowers, Barney Glass, Anna Gann, Elsie Garrett, Anna Glorioso, Jenny Givens, Georgia Gill, Thurby Harriman, Tillie Harrison, [fol. 5931] Velma Hedrick, Dorothy Halley, Tillie Harri-  
man, Gladys Hindman, Margaret Hanson, Anna Halpein, Maude Jackson, Mary Johnson, Anna James, May Jackson, Mary Jones, Bennie Kwiatak, Anna Koval, Gladys Knepp, Birdie Koohtz, Irene Liggett, Stella Lafallier, Frank Levene, Cleo Low, Eva Lee, Nellie Mezza-  
coso, Pearl McKitterick, Loma McMillian, Henryette M-  
kels, Hubert McGhee, Tony Mange, Belle Maxey, Maude McCowan, Angelie Moley, Helen May, Esther Miller, Mil-  
dred McCabe, Mary McCain, Uni Nepote, Lily Provenzo, Nora Pulver, Hazel Poole, Esther Smith, Clara Seaton, Nadine Scott, Minnie Smith, Lucy Lee Skrivin, Evelyn Swanson, Grace Switzer, Pearl Tindle, Letha Tribby, Anna Talperin, Rose Talperin, Ruth Vest, Lola Walters, Faye Wilbarn, May Wallace, R. Williamson, May Wall, Mildred Moore, Ethel Engle, Jessie Kuhl, Jessie Mills, Mildred McCabe, Henrietta Berry, and all other members of said union (who are too numerous to mention); and each of them, and their officers, agents, servants, employees and representatives, and each of them, and all persons acting under the authority, direction or control of defendants or any of them, be and they are now by the court permanently and perpetually enjoined:

1. From engaging in any act of fraud or violence, or in any threat thereof, at or near the premises of plaintiffs' place of business at 1828 Walnut Street, Kansas City, Missouri, or at any other place or places whatsoever, in any-wise calculated or tending to interfere with, disturb or injure any officer, agent, employee or customer of plaintiffs, or the business of plaintiffs or any of plaintiffs' customers.

2. From doing any act or acts of fraud or violence or making any threats thereof, calculated or tending to [fol. 5932] injure or interfere with the businesses of plaintiffs, or to injure or interfere with the businesses of plain-

tiffs' customers on account of said customers dealing in or handling plaintiffs' products, or calculated or tending to interfere in any way with trade or commerce between plaintiffs and their customers, or to interfere with or molest any employee of plaintiffs or any person or persons making delivery of goods or parcels to or from plaintiffs' place of business or to or from plaintiffs' customers.

3. From interfering in any way, involving fraud or violence or threats thereof, with the contracts existing between the plaintiffs and the Donnelly Garment Workers' Union, or with any contracts which plaintiffs and said Donnelly Garment Workers' Union may hereafter negotiate or make, or with the due performance of said contracts by any party thereto.

4. From attempting, by fraud or violence or threats thereof, to compel or induce any of the employees of plaintiffs to withdraw or resign from the voluntary association of employees designated as Donnelly Garment Workers' Union; and from attempting, by fraud or violence or threats thereof, to compel or induce any of said employees, to join the International Ladies' Garment Workers' Union or any subdivision or local unit thereof.

5. From announcing, charging, publishing, circulating or causing to be announced, charged, published or circulated, any knowingly false and fraudulent statements regarding wages, hours of labor, or working conditions in plaintiffs' plant, or regarding their labor policies, or the ability of plaintiffs to fill orders for merchandise.

[fol. 5933] 6. From conducting, threatening, instigating, or causing or attempting to conduct, threaten or instigate a secondary boycott or picketing of any of plaintiffs' customers or of any of the places of business of plaintiffs' customers.

7. From notifying or requesting plaintiffs' customers or members of the public, by or on the strength of knowingly false and fraudulent statements, or by or with violence or threats thereof, not to patronize plaintiffs or purchase plaintiffs' products or merchandise; and from interfering or attempting to interfere in any manner, in

volving fraud or violence or threats thereof, with the business of the customers of plaintiffs, wheresoever situated; and from boycotting any of said customers or picketing their places of business because of their buying, selling, handling or dealing in plaintiffs' products; and from issuing or distributing circulars or written or printed matter, and from making or uttering verbal statements, containing any knowingly false and fraudulent statements calculated or tending to injuriously affect the business of plaintiffs or their said customers; and from issuing any knowingly false and fraudulent written or verbal statements calculated or tending to prevent any person or persons from purchasing the goods produced or sold by plaintiffs; and from doing any other act or thing whatsoever, involving fraud or violence or threats thereof, calculated or tending to interfere with the business dealings of plaintiffs or their customers.

And now it is by the court further considered, ordered, adjudged and decreed that all injunction bonds given by plaintiffs or interveners in this cause be and the same are [fol. 5934] now released and discharged, and that all liability thereon be and the same is now ended.

And now it is by the court further considered, ordered, adjudged and decreed that the plaintiffs and interveners respectively have and recover of and from the defendants their costs herein.

ANDREW MILLER,  
United States District Judge

[fol. 5935] (Certificates of Clerk and Judge to Findings of Fact, Conclusions of Law and Judgment.)

United States of America  
Western District of Missouri—ss.:

I, A. L. Arnold, Clerk of the United States District Court in and for the Western District of Missouri, do hereby certify that the annexed and foregoing is a true and correct copy of the original Findings of Fact, Conclusions of Law, and Judgment in case No. 2924—Donnelly

Garment Company, et al, v. International Ladies' Garment Workers' Union, et al, Donnelly Garment Workers' Union, Interveners, now remaining among the records of the said Court in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Kansas City, Missouri, this 21st day of June, A. D. 1939.

(Seal)

A. L. ARNOLD,  
Clerk U. S. District Court.

[fol. 5936] United States of America, Set:

I, Merrill E. Otis, Judge of the District Court of the United States for the Western District of Missouri, do hereby certify that A. L. Arnold, whose name is subscribed to the preceding exemplification, is the Clerk of the said District Court, duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the seal affixed to said exemplification is the seal of the said District Court, and that the attestation thereof is in due form of law.

Dated this 21st day of June, A. D. 1939.

MERRILL E. OTIS,  
United States District Judge.

United States of America, Set:

I, A. L. ARNOLD, Clerk of the District Court of the United States for the Western District of Missouri, do hereby certify that the Honorable Merrill E. Otis, whose name is subscribed to the preceding certificate, is a Judge of the District Court of the United States for the Western District of Missouri, duly appointed and sworn, and that the signature of said Judge to said certificate is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at office in Kansas City, in said District, this 21st day of June, A. D. 1939.

A. L. ARNOLD,  
Clerk U. S. District Court.

1616r

[fol. 5937] (Part of N. R. A.—J. M. C. Exhibit 3.)

United States of America

Before the National Labor Relations Board  
Seventeenth Region.

In the Matter of

Donnelly Garment Company  
and  
International Ladies' Garment Workers' Union  
Case No. XVII-C-371

and

Donnelly Garment Workers' Union, Party to the Contract.

Stipulation

The attached testimony of Lillian Rutherford, consisting of three (3) pages, taken from the Judge Miller Case transcript, was served upon the parties at the time of the filing herein by respondent of NRA-JMC Exhibit 3 but apparently was inadvertently omitted from said Exhibit 3 filed in this cause with the reporter.

It is hereby stipulated by all the parties hereto that the attached testimony of Lillian Rutherford may be filed with and become a part of said NRA-JMC Exhibit 3.

DANIEL J. LEARY

Attorney, Seventeenth Region,  
National Labor Relations Board.

~~CLIF LANGSDALE~~

~~JANE WALKER PALMER~~

~~Attorneys for International  
Ladies' Garment Workers' Union.~~

GOSSETT, ELLIS, DIETRICH & TYLER,

Attorneys for Intervenor,  
Donnelly Garment Workers' Union.

REED & INGRAHAM

Attorneys for Respondent.

## [fol. 5938] Cross Examination of LILLIAN RUTHERFORD

By Mr. Hogsett:

Q. Mrs. Rutherford, you say you made an application when you first entered the employ of the Donnelly Company in which you gave your entire history?

A. Yes, sir.

Q. That is the way they do down there isn't it,—they employ their people with care, try to get people they know something about, is that right?

A. They did me.

Q. Well, that was routine; it wasn't true only with you was it? It was a blank you filled out wasn't it,—I mean a printed blank?

A. At the time I went to Dennelly's I didn't fill any blank out; they asked me questions.

Q. But in any case they do that with every person that enters the service of that company don't they and have for years? Do you know or not?

A. Well, they did me; I presume they do.

Q. You told them you had worked in a union shop?

A. Yes.

Q. Tell them where?

A. Yes.

Q. You told the truth?

A. Yes.

Q. They hired you nevertheless?

A. Yes, sir.

Q. It didn't make any difference, did it? It didn't apparently make any difference to them, did it, that you had worked in a union shop?

A. They hired me.

Q. And when you left in 1934 you went out along with a hundred and sixty or seventy other people who were laid-off at that same time, is that right?

A. There were sections closed down when they laid me off.

Q. Your section would be only forty people; I am inquiring about a hundred and sixty or

seventy. There were, in fact, that many that were laid off at that same time and you just happened to be in that draw, isn't that true?

A. I was the out of our section that was laid off; I don't know anything about the other sections.

[fol. 5939] Q. Now, you say that you had signed an application to join the union when?

A. In the spring.

Q. Of what year?

A. 1934.

Q. Now you testified on that same subject before the NRA Board—at page 122, Mr. Walsh—did you testify as follows on the question of when you signed your application,—the precise point: "Q. Did you ever sign an application card to become a member of the union? A. Yes, sir. Q. Do you remember when you signed that card? A. In November. Q. You didn't sign the card until you actually joined then? A. No, sir." Did you give those answers.

A. I don't remember.

Q. I will show you the transcript, it may refresh your memory. See that; "did you ever sign an application card to become a member of the union? A. Yes sir. Q. Do you remember when you signed that card? A. In November. Q. You didn't sign the card until you actually joined then? A. No, sir." Do you see that there?

A. Yes.

Q. Now, to prove that you were correct about it I show you your application and ask you if you identify it?

A. Yes, that is my application.

Q. Pardon me, this is your application, isn't it?

A. Yes, sir, it is.

Q. So you did not sign this application until about four months after you left the Donnelly Garment Company?

A. No.

Q. This is right, isn't it.

A. Right.

Q. Now, you have enumerated a good many grievances that you had there at the Donnelly Company. In spite of that, in spite of all the trouble, all that treatment that you now complain about, as a matter of fact you wanted to go back to work there, didn't you?

A. Yes.

Q. After you left Donnelly's you got a job at once at Gernes Garment Company?

A. Yes.

Q. And there your guarantee was only \$13.00 while at Donnelly's it was \$15.00; that is right too, isn't it?

A. Yes.

[fol. 5940] Q. And in spite of the bad treatment you got at Donnelly's, you wanted to go back to work there and so swore at the time of this hearing, didn't you?

The Court: What do you mean by "this hearing"?

Q. This NRA Labor Board hearing where you testified.

A. May I tell you why I wanted to be back.

Q. I just wanted to know if you have an answer, if you did so testify?

A. Yes. May I tell you why I wanted to go back? Because when we got let out at Donnelly's and tried to get another job we had to tell where we had worked and they wouldn't have us.

Q. You just got through saying that you got a job at Gernes'—

A. And when they found out we were Donnelly girls they laid us off.

Q. "Us". Who do you mean by "us"?

A. The girls that were there.

Q. Who was "us"?

A. Thelma Owen.

Q. This lady who testified just a few minutes ago?

A. Yes.

[fol. 5942] (I.L.G.W.U. Exhibit 2.)

The employees of the Doñnelly Garment Company hereby associate themselves under the name of the "Nelly Don Loyalty League."

We protest against and will resist all attempts of out side interference with the business of said company, or with our relations to the company as employees.

We recognize the fact that for many years this company has paid wages far in advance of the wages paid in similar factories. That our working conditions are good; that we have had practically continuous employment throughout the year which is almost unknown in this line of industry; that we have had generous and fair treatment from Nelly Don (Mrs. Reed), President of the company, and we repose our confidence in her rather than in professional agitators who are sent here to create discontentment among the employees of the company.

---

U.S. N. O. MAILING 2.  
Date 6/26/39 - Witness Slotkin.

1621

1937

SHEET NO 841 day (over)  
RATING 144th  
BUSINESS Mrs. Fitzgibbon M. G. G.

ACCOUNT NO  
NAME Donnelly, Garment Co.  
1828 Walnut

U.S. N. O. MAILING 2.

DATE	ITEMS	PER	DEBTS	DATE	ITEMS	PER	CREDITS
Apr 13	50 Acme	1148	400	Jul 27			400
Feb 24	48 Acme #2	1251	192	Mar 11			192
Mar 9	50 Acme #2	1379	400				
Mar 9	100 Acme #2	1378	200	Mar 20			1200
Mar 14	1200 Chair	1497	2400				2535
Mar 14	1 Chair short		100	Apr 10			2800
June 25	1200 Chair	1934	2400	May 5			500
if 30	65 Acme #2	1954	520	5-20			2500
May 12	1200 -	2118	2400	5-20			660
June 7	245 Chair	2120	660	July 8			520
June 8	65 Acme #2	2450	520	6-22			210
July 22	250 Chair	2432	500				400
July 22	750 Chair	2929	1500	Aug 17			600
July 22	150 Chair	2935	300	Aug 12			600
July 21	50 Acme	2973	900	Oct 29			400
Oct 8	429 Chair	3555	6633	Nov 6			530
Oct 12	65 Acme #2	3725	530	Nov 11			1214
Oct 25	50 Acme #2	3892	400	Dec 2			1020
Nov 19	595 Chair	4257	1214	Dec 11			640
Dec 7	500 Acme	30	1020				1636
Dec 8	75 Acme #2	2	520				
Dec 9	420 Acme #2	50	102	Dec 21			
Dec 18	500 Acme	4386	1636	1-3-38			
12-23	24 Acme 6-0	231	477				

MADE BY  
IRVING FIFTY DIVISION  
WILSON JONES CO.

Donnelly  
Garment Co.  
Wm

6502-  
13006

920  
6503  
1200  
6600

Ex 30

[illegible]

*[Faint handwritten names:]*

(I.L.G.W.U. Exhibit 10-A)  
Date 6/27/39 - Witness Greenham..

5967



Chem. Physik. Chem. System

5962



We, the undersigned, as members of the  
 Connolly Garment Co., wish to make it  
 known we are positively happy and  
 contented with the positions which we  
 hold with this organization and refuse  
 to acknowledge any union labor organ-  
 ization. We are thankful for the real  
 humanitarian interest extended by our  
 employer, Mrs Ried

Mary Newton

Nora Stevenson

Kathleen Ruppert - 4024 Prospect  
 Street, St. Paul, Minn.

Vesta Rison - 3927 Myrtle

Mary Kachock - 7121 W. 1st

Lady Warren - 414 E. 11th

Mary R. White - 4425 Main St.

Grace Stephens - 1709 E. Gregory

Agatha Brady - 512 N. 1st St. N.C.M.

Anna Goodman - 712 E. 1st St. N.C.M.

Mae Bell - 6026 E. 12th St. N.C.M.

Anna Hart - 5718 1/2 Ave. N.C.M.

Joe Mueller - 1719 Newton St. N.C.M.

Anna Jandeman - 3423 Wabash Ave. N.C.M.

Grace Davis - 254 E. College St. N.C.M.

Mabel J. Fulkerson

Anna Jones

Ellen Cator

Josephine Nichols

Anna J. Turner

Edith Litten - 1021 Sandusky Ave.

Lillian Ruppert - 710 W. 7th

Flora Davis - 1400 Harvard, Ind.

Emma Hansen

Katherine Stenroos - 337 Avenue 10th

Anna Hansen

W. A. Johnson

Emma Ruppert - N.C.M.

Edith Ruppert - 4116 Oak St.

Mae Ruppert - 601 E. 15th St.

Julia Hanson

Mamie Riddle

Mary Ruppert

Christine Erith

Mary McKee

Anna Humber

Susan Whiting

John Finnell

Julia Miller

Young Johnson

Wladimir Dostin

Nellie Dostin

Margaret Martin

Katherine Dunn

Mary Hyde

Lynne Davis

Don Dostin

Barbara Wright

Helen Hornsby

John Crayth

Anna Czad

Lita Matigron

Julia Whinnit

Julia Hansen

Ruby Nelson

Melba Barlow

Beattie Johnson

Anna Marie Schatz

Agnes Burns

Brooks Kelling

Edna Wright

Charles Lott

Henry Kohn

526 So. Forest St. N.C.M.

4133 C 17th St. N.C.M.

3729 Cypress

4302 Calistoga

Everland Park Home

Hickman Park, Minn.

32102 29 Ave.

3809 Jackson St. N.C.M.

469 N. Montgall Ave.

5426 E. 1st St. N.C.M.

132 So. 10th St. N.C.M.

2830 Wabash St. N.C.M.

306 Belmont Ave.

4317 Wabash

Platte St. N.C.M.

2547 W. 1st St. N.C.M.

4201 Indiana

5277 Mary St. N.C.M.

4746 Rockwell Ave.

1317 Sixth Street N.C.M.

525 South Main St. N.C.M.

901 W. 13th St. N.C.M.

Golden Gate St. N.C.M.

Anna Ruppert

1838 Jefferson St. N.C.M.

3720 1st Ave.

525 So. Kensington

429 N. Prospect

3431 Wabash

3217 Wabash St.

(I.L.G.W.U. Exhibit 10-C)  
 Date 6/27/39 - Witness Greenham.

We are thankful for the real humanitarian interest extended by our employer Mrs. Reed.

(I. L. G. W. U. Exhibit 10-D)  
Date 6/27/39 - Witness Greenham

1629

[illegible][illegible][illegible]

Dorothy Hummel  
 Helen Schreder  
 Anna Wagner  
 Mary Bybee  
 Mary White  
 Patricia Byrne  
 Anna Voglino  
 Margaret Taylor  
 Margaret Gough  
 Lela Schick  
 Elsie Wright  
 Jennie Anderson  
 Pearl Cox  
 Berta Lohr  
 Alfred Harrison  
 Edna Paulings  
 Mary Anderson  
 Mary Rogers  
 Lillian Padua  
 Lela Stark  
 Helen Goulet  
 Grace Paulsen  
 Louise Capenore  
 Margaret M. Arthur  
 Pearl Chaney  
 Joe Anderson  
 Agnes Hutchinson  
 Ruth Strandt  
 Carl L. Lohr  
 Carl Lohr  
 Mary Lohr  
 Alvin Lohr  
 Mary Lohr  
 Baby L. Brown

1631

*[Illegible handwritten names]*

Frances Richardson  
 Sarah Wilson  
 Mary Purdy  
 David Smith  
 Robert Thompson  
 George Martin  
 John Brown  
 Mary Ann Harding  
 William McKim  
 Eliza Brooks  
 Charles Clark  
 August Yates  
 George Washington  
 Ruth Anderson  
 Elsie Little  
 Tom Hall  
 George Johnson  
 John Carpenter  
 Anne Caldwell  
 Anna Maynard  
 William Nelson  
 John Brown  
 John Phillips  
 David Horak  
 John Taylor  
 Paul Clark  
 James Rogers  
 John Brown  
 Eliza Baldwin  
 William Smith  
 Mary Smith  
 Anna Smith  
 Anna Brown  
 Anne Brown  
 William Brown  
 William Brown  
 Mary Brown  
 Mary Ann Brown  
 John Brown

Katharine allays  
 Katherine Wankerson  
 Thelma Cozumbau  
 Mammal Porchies  
 Irene  
 Virginia Barrett  
 Emma Mahoney  
 Maurine  
 Evelyn Taylor  
 Esther McKeown  
 Helen Board  
 Louise Garrett  
 Jessie Gray  
 Flora Kennedy  
 Mattie Campbell  
 Wilma Knox  
 Bonnie McCune  
 Alice Mayburg  
 John McPherson  
 Charles Chongers.  
 Jane Littlejohn  
 Margaret Hughes  
 Joseph Bell  
 Robert Clark  
 Vanne Bailey  
 Dorothy Hill  
 Paul Knapford  
 Winnie Mulwood  
 Ella Fisher  
 Marie Page  
 Gladys Russell  
 Martha Miller  
 Earl Fisher  
 John Miller  
 Anna Nelson  
 Hazel Rogers  
 Nora Edwards

Frances Harley  
 Leonie Jones  
 Betty Jones  
 Violet Hawkins  
 Helma Jones  
 Anna Reed  
 Edna Flynn  
 William Straight  
 Carrie Smith  
 E. May Taylor  
 Lucinda Thomas  
 Mary Thomas  
 Adelaide Young  
 Indiana Patten  
 George Cook  
 Irene Churchill  
 Hilda Leach  
 Shirley Brown  
 Helen Cox  
 Wilma Kile  
 Beulah Jones  
 Aloha Carter  
 Helen Cantelero  
 Beaul Harris  
 Jewell Wallack  
 Lora Smith  
 Lutha Flynn  
 Marge Jones  
 Gertrude Taylor  
 Anne Allen  
 Matilda Jackson  
 Carrie Brown  
 Emma Farrell  
 Andrew Wadsworth  
 John Thompson  
 Lora Thompson  
 Myrtle Johnson  
 Arthur Allen  
 Kathleen Wadsworth  
 Rhoda Jackson

163

We, the undersigned, as Members of the Connelly Harriet Company, wish to make it known we are positively happy and contented with the position which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed.

James Van Camp  
 Roland S. Feltner  
 Max Fike  
 Mary Phil  
 Mable Hughes  
 Dorothy Smith  
 Hazel Christian  
 Robert M. Graham  
 Charles Carver  
 Mable Jones  
 Reinal Blatter  
 Kenneth Beck  
 Francis Morris  
 Frances Dumit  
 Emma Warren  
 Verna Jones  
 Sarah Hatcher  
 Edna Colquhoun  
 Sylvia Farrell  
 Margaret Edmund  
 A. B. Charde  
 J. D. Scott  
 J. D. Scott  
 J. D. Scott  
 J. D. Scott

(I.L.G.W.U. Exhibit 10-H)  
 Date 6/27/39 - Witness Greenham.

FEBRUARY 16, 1935

# Liberty

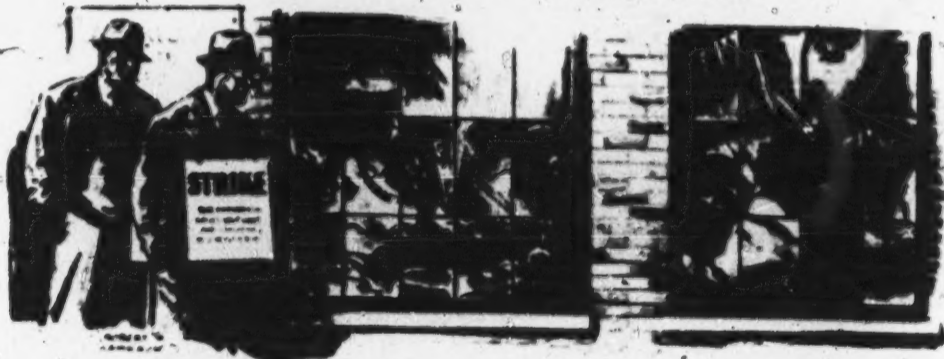
VOL. 11, NO. 7

BERNARD MACFADDEN, PUBLISHER  
 WALLACE CAMPBELL, ART EDITOR

FULTON OURSLER, EDITOR

WM. MAURICE FLYNN, MANAGING EDITOR  
 WILLIAM C. LENGEL, ASSOCIATE EDITOR

## PROTECTION IN THE RIGHT NOT TO STRIKE



**I**N organization there is strength. Scattered units, no matter how numerous, rarely secure proper consideration.

Labor unions have demanded and have secured the right to strike. In fact there is nothing in the Constitution which prevents one man, or any number of men, from leaving their jobs.

Legislators desiring to cater to the votes of the workers are inclined to favor them at every opportunity. But it is about time for lawmakers everywhere to give some consideration to workers who are not organized. Their constitutional rights should be defended. If workers want to strike, they have that right. But their right not to strike should be considered just as sacred as the right to strike. And their inalienable rights as citizens of this country should be properly respected.

We have heard, for example, of strikes where considerably more than 50 per cent of the workers did not want to go on strike but through intimidation were compelled to join the strikers. To have maintained their right not to strike, to have continued on the job, would probably have meant personal injury more or less serious in character.

The question of wages will always be a source of troublesome and serious debate. Only a certain percentage of the gross receipts of a business can be used for wages. When such a percentage is continuously exceeded, bankruptcy can be the only result and every worker in the establishment automatically loses his job.

There may be excuses for strikes during normal times; but when every business executive is straining to his utmost to maintain his business and pay his bills, a strike at this time only invites disaster to both workers and owners.

Every citizen is supposed to be entitled to police and legal protection essential to maintain his inalienable rights, and whether one is rich or poor

should make no difference before the law. If the rights of those who did not want to strike had been properly protected, and if labor agitators—who often earn their living by creating hate and resentment between the workers and employers—had been properly restrained, many costly and violent strikes would never have occurred.

When we see pickets walking up and down in front of a reputable business organization, carrying sandwich boards with derogatory statements in reference to the owners, we often wonder what would happen in a reverse situation. Suppose the proprietors of the business should picket the homes of the strikers, with sandwich boards expressing their criticisms. We all know that such pickets would soon be in the hospital, if they managed to survive. And yet, if the owners are to be granted the same privileges as the workers, they should be allowed to publicize their grievances.

In presenting this viewpoint we are not favoring capital. We are simply asking for a fair deal for workers, union or nonunion, and also a fair deal for owners of business organizations which have been honestly and fairly conducted. Quarrels between capital and labor are not unlike wars between nations in their results.

They often bring disaster to both winners and losers, as was so dramatically exemplified in the World War.

The rigid wage scales which the unions tried to maintain during the depression sent thousands of substantial business organizations into bankruptcy and added millions to the unemployment list. Had the white-collar employees been unionized, and had they tried to maintain similar rigid wage scales, nearly every business would have been bankrupt. It was only the ability properly to reduce wages that saved almost the entire business world from financial ruin.

—BERNARD MACFADDEN.

(I.L.G.W.U. Exhibit 19.)

We, the undersigned as members of the Donnelly  
 Garment Co wish to make it known that we are  
 happy and contented with the positions that we  
 hold with this organization and refuse to acknowledge  
 any union labor organizations.  
 We are thankful for the real humanitarian interest  
 extended to us by our employer True Reed.

Catherine Donahue  
 George E. Egan  
 Mary E. Egan  
 Nellie Gillham  
 Lucille Brown  
 John A. Hill

(I.L.G.W.U. Exhibit 10-I) 1639  
 Date 6/27/39 - Witness Greenham.



We the undersigned, as Members of the Dannelly Garment Co., wish to make it known we are positively happy and contented with the position which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed:-

Pauline Neitman  
 Opha Bell  
 Edna Hughes  
 Catherine Barker  
 Dora Barker  
 Grace McCosker  
 Beverly McClelland  
 Brighta Fitzgerald  
 Betty Beal  
 Dorothy Hunter  
 Eleanor Ludwig  
 John J. Lang  
 Wilho Schure  
 Jane Smith  
 Ruth Wilson  
 Nellie Abrahamson  
 Nettie Barnett  
 Elsie Brandt  
 Edith Kuehnrich  
 Helen Robinson  
 Mary Myers  
 Ann Miller  
 Helmer Davis  
 Elizabeth Nees  
 Loretta Langman  
 Claire LaBrack  
 E. Enow Hineswood

Sam Sparks  
 Martha Stevenson  
 Ruth Alexander  
 Jane Stuart  
 Maudie M. Dandy  
 Lucy Lee  
 Maudie Jones  
 Edith Jones  
 Bertha R. Cates  
 Rachael Friedman  
 Mary Butterfield  
 Mary Bailey  
 Lucille Briggs  
 Maudie Nees  
 Allen Swager  
 Cecile Affenbach  
 Jane Dougherty  
 Margaret C. Smith  
 Helen Kohl  
 Bernadine Schaefer  
 Freda Candler  
 Maryann Swan  
 Mildred Conner  
 Agnes Stoltz

Angela Phillips  
 Gladys Thaulder  
 Bessie Hayes  
 Virginia J. Harper  
 Mary C. Smith  
 Rose Taylor  
 Ella Koning  
 Margaret Blair  
 Ceora Vaughn  
 Katherine Koppert  
 Norma Duncan  
 Elsie Hill  
 Nellie Beatty  
 Marguerite Clarence  
 Daphne Dandenberg  
 Evelyn L. Cook  
 Rose K. Todd  
 Nellie K. King  
 Effie Canfield  
 Ora Gordon  
 Jane Diggins  
 Mary Johnson  
 Betty Moore  
 Nellie Schaefer  
 Lucille Seaton

(I.L.G.W.U. Exhibit 10-K)  
 Date 6/27/39 - Witness Greenham.

March 2, 1937

We the undersigned, as members of the O'Connell Garment Co., wish to make it known we are positively happy and contented with the position which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed -

John N. Jensen	Anna Price
Mary Conney	Dora Perry
S. A. Dixon	Stephen Hyndman
Elva Canon	Elva Hyndman
Pauline Dauter	Diana Reutherford
Ella Mae Hayes	Laurie McLaughlin
Frederick A. Engel	Helis Kraft
Robert Mitchell	Dora Pratt
Alice Blomquist	E. J. Corbin
John Boyce	W. E. Baker
Lynne Stearns	Edward B. Macahan
Ruth Anderson	Francis M. Keith
Rita Murray	Laurie Pinkerton
Carrie & Cookman	James O. Harris
Arthur Foster	Gertrude Cain
Martha Gray	
Eda Hyland	
Rose O'Leary	
Angela Hesterfeld	
Helen Hansen	
Wendy Lundberg	
Jack M. Langley	
Ted. Kirkland	
Marvin Proso	

(I.L.G.W.U. Exhibit 10-L)  
 Date 6/27/39. - Witness Greenman

5972

PLAINTIFF'S

We the undersigned, as Members of the Donnelly Garment Company wish to make it known we are positively happy and contented with the position which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed.

Bulah Perkins

Mabel Quiver

Alice Wagy

Grace Gault

Martha Smith

Viola Simpson

Florence Smith

Mary Riddell

Hazel Jones

Helen Wilson

Mary Brown

Benjamin

Symphony

Helen Allen

Glenn Johnson

Kerttha Admash

Ernest Hill

Wendell Emerson

Ernest Green

J. C. Harey

Colman Bunker

...

...

...

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...

...

...

Gayle M. Hughes  
Erick M. Dorman

(I.L.G.W.U. Exhibit 10-M)  
Date 6/27/39 - Witness Greenham.

